

Contract Provisions

For Construction of:

EAST LAKE SAMMAMISH PKWY SE
CROSSWALK PROJECT
South of SE 33rd Street

May 2018

CITY OF SAMMAMISH
PUBLIC WORKS DEPARTMENT
801 228TH AVENUE SE
SAMMAMISH, WA 98075






CONTRACT PROVISIONS

For

EAST LAKE SAMMAMISH PKWY SE CROSSWALK PROJECT South of SE 33rd Street

City of Sammamish
Public Works Department
801 228th Avenue SE
Sammamish, WA 98075
(425) 295-0500
FAX (425) 295-0600

Approved for Construction:


Andrew Zagars, P.E.
City Engineer**

5/10/18
Date


Isabel Diaz, P.E.
Project Manager

5/9/18
Date

**The signature of the City Engineer on these Contract Provisions shall serve as written approval for all deviation to the Public Works Standards contained within this project as required by City of Sammamish PWS. 6.2.

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PART 1

PROPOSAL INTRODUCTION

NOTICE TO CONTRACTORS

CITY OF SAMMAMISH EAST LAKE SAMMAMISH PKWY SE CROSSWALK PROJECT

Sealed proposals will be received by City of Sammamish Public Works up to 2:00 p.m. (local time) on Thursday, May 24, 2018, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the *East Lake Sammamish Pkwy SE Crosswalk Project*.

Sealed proposals should be addressed to the following:

City of Sammamish Public Works
801 228th Avenue SE
Sammamish, WA 98075
Attn: Isabel Diaz, P.E.

The work provides for construction of pedestrian crosswalk with median island, pedestrian refuge, and rectangular rapid flashing beacons. The major items of work include, but are not limited to, asphalt pavement widening, roadway excavation, drainage system with catch basins, modified cement concrete traffic curbs, utility adjustments, permanent signing, rectangular rapid flashing beacons, channelization, traffic control, and other work noted in these documents.

The work shall be completed within fifty (50) working days after the commencement date stated in the Notice to Proceed. All bidding and construction shall be performed in compliance with the Contract Documents for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

Proposals are to be submitted only on the form provided with the Specifications.

Plans, Specifications, addenda, bidders list, and plan holders list for this Project are available through the City of Sammamish's on-line plan room at <http://bxwa.com>. Click on "Posted Projects"; "Small Works"; "City of Sammamish", and "Projects Bidding". Bidders are required to register in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Contact Builders Exchange of Washington at 425-258-1303 if you require assistance.

Funding for this Project will be provided by the City of Sammamish. The City of Sammamish expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities and to further make award of the Project to the lowest responsive, responsible bidder as it best serves the interest of the City.

Isabel Diaz, P.E.
Associate Traffic Engineer
idiaz@sammamish.us
425-295-0575

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

- _____ **Proposal**
- _____ **Schedule of Prices**
- _____ **Bid Security Form**
- _____ **Acknowledgement of Receipt of Addenda**
- _____ **Bidder Information and Signature**
- _____ **Non-Collusion and Debarment Affidavit**
- _____ **Minimum Wage Affidavit Form**

The two lowest bidders shall submit the following forms within 48 hours after the bid opening. Failure to submit these forms may result in the Contracting Agency refusal to accept the Bid.

- _____ **Statement of Bidder's Qualifications**
- _____ **Responsible Bidder Criteria**

2. CONTRACT DOCUMENT FORMS

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Contract Agreement
- b. Performance Bond
- c. Labor and Material Payment Bond
- d. Certificate of Insurance
- e. Certificate of Builder's Risk "All Risk" Insurance

PART 2

PROPOSAL

PROPOSAL

Honorable Mayor and Council
City of Sammamish
801 228th Avenue NE
Sammamish, WA 98075

This Contract provides for the East Lake Sammamish Pkwy SE Crosswalk Project and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding fifty (50) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractor and Subcontractors duly licensed by the State of Washington.

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor informalities.

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best

PROPOSAL – Continued

Print Contractor Name

interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

I, the undersigned, hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to this project's bid solicitation date.

Very Truly Yours,

Print Company Name

By (Print Name)

By (Signature)

Title

Date

Place of Execution

SCHEDULE OF PRICES**NOTE:**

- Unit prices for all items, all extensions, and the total amount bid must be shown.
- The project must be in its entirety, including all bid items and any bid additive bid items as specifically listed in the Proposal, in order to be considered a responsive bid.
- Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.
- All entries must be typed or printed and entered in ink. Award of the Contract shall be based on the lowest, responsive bid.

(Standard specifications and special provision references shown are provided for information only to assist bidders in the preparation of their proposal. Bidders shall not rely on this information and must thoroughly examine the contract requirements during the preparation of their proposal.)

Item No.	Item With Unit Priced Bid	Section Reference	Unit	Approx. Quantity	Unit Price	Amount
1.	MINOR CHANGE	1-04 SS	EST	1	\$20,000	\$20,000
2.	MOBILIZATION	1-09 SS	L.S.	1		
3.	PORTABLE CHANGEABLE MESSAGE SIGNS	9-35.5 SS	HR	1370		
4.	PROJECT TEMPORARY TRAFFIC CONTROL	1-10 SS	L.S.	1		
5.	FLAGGERS AND SPOTTERS	1-10 SS	HR	600		
6.	EROSION/WATER POLLUTION CONTROL	8-01 SS	EST	1	\$4,000	\$4,000
7.	ROADSIDE TREE AND VEGETATION TRIMMING	1-04 SS	EST	1	\$2,000	\$2,000
8.	INLET PROTECTION	8-01 SS	EACH	10		
9.	DETECTABLE WARNING SURFACE	8-14 SS	SF	80		
10.	SHOULDER CEMENT CONCRETE PEDESTRIAN LANDING	8-19.1 SP	SF	66		

PROPOSAL – Continued

 Print Contractor Name

Item No.	Item With Unit Priced Bid	Section Reference	Unit	Approx. Quantity	Unit Price	Amount
11.	MEDIAN ISLANDS AND PEDESTRIAN REFUGE	8-19.2 SP	LS	1		
12.	EXTRUDED CEMENT CONCRETE CURB	8-04.3 SS	LF	420		
13.	DRAIN AND CATCH BASIN INSTALLATION	8-19.4 SP	LS	1		
14.	HMA PAVEMENT SHOULDER WIDENING	8-19.5 SP	SF	1020		
15.	RELOCATION OF MAILBOX AND CLUSTER BOX UNIT (CBU)	8-19.6 SP	L.S.	1		
16.	RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM	8-19.7 SP	L.S.	1		
17.	ROADSIDE RESTORATION	8-19.8 SP	L.S.	1		
18.	RAISED PAVEMENT MARKERS, TYPE 2	8-09.5 SS	HUND	1		
19.	PERMANENT SIGNING	8-21.5 SP	LS	1		
20.	4" YELLOW PAINT LINE	8-22 SS	LF	990		
21.	8" WHITE PAINTED LINE	8-22 SS	LF	1130		
22.	8" WHITE PLASTIC LINE	8-22 SS	LF	50		
23.	16" PLASTIC STOP BAR	8-22 SS	LF	40		
24.	PLASTIC CROSSWALK LINE	8-22 SS	SF	190		
25.	PLASTIC TRAFFIC ARROW	8-22 SS	EACH	8		
26.	18" WHITE DELINEATOR POST	8-09 SS	EACH	14		

TOTAL CONSTRUCTION COST.....\$

**Note: Contractor is advised to be familiar with Washington State Revenue Rule 171 as no separate, distinct sales tax monies will be reimbursed to the Contractor. See Special Provisions 1-07.2(1).*

BID SECURITY FORM

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$_____ which amount is not less than five percent of the total bid.

Sign here _____

Know All Men by These Presents:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Sammamish, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for _____ according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 20____

Principal

Surety Received return of deposit in the sum of \$_____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Documents:

Addendum No.	Date of Receipt	Signature
1		
2		
3		
4		
5		
6		

NOTE:

Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the Bid will be disqualified.

BIDDER INFORMATION AND SIGNATURE

The Bidder proposes to accept as full payment for the Work proposed herein, the amount computed under the provisions of the Contract Provisions. The undersigned Bids for the following described Project:

EAST LAKE SAMMAMISH PKWY SE CROSSWALK PROJECT

The party by whom this Bid is submitted and by whom the Contract will be entered into, in the event the award is made to this party, is:

Contractor (Firm Name)

Signature

Address

Name (Print) & Title

Phone Number

Date of Signing

Contractor's Washington State
License Number

(Indicate whether contractor is
partnership, joint venture, corporation, or
sole proprietorship)*

*If Bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

The name of the President, Treasurer, and/or Manager of the Bidding corporation, or the names of all persons and parties interested in this Bid as partners or principals, are as follows:

Name	Address

PROPOSAL – Continued

Print Contractor Name

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____,
20____.

Signature of Bidder

Title

IF CORPORATION

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be
executed by its duly authorized officers this _____ day of _____,
20____.

Attest:

Name of Corporation

Secretary

by _____

Title

Sworn to me before me this _____ day of _____,
20____.

Notary Public in and for the State of
Washington Residing at

NOTES:

If the Bidder is a co-partnership, give firm name under which business is transacted; Proposal must be executed by a partner. If the Bidder is a corporation, Proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

Print Contractor Name _____

NON-COLLUSION AND DEBARMENT AFFIDAVIT

Print Contractor Name

* STATE OF WASHINGTON)
)
** COUNTY OF _____)

I, the undersigned, an authorized representative of *** _____, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Name of Project

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Printed Name of Authorized Representative of Bidder

Date _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State
of Washington residing at _____
Notary (print): _____
My appointment expires: _____

NOTE:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

- * A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive order 12549..." (49 CFR Part 29 Section 29.215).
- * If notarization of proposal takes place outside of Washington State, DELETE WASHINGTON, and enter appropriate State.
- ** Fill in county where notarization of proposal takes place.

MINIMUM WAGE AFFIDAVIT FORM

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work; not less than the prevailing rate of wage or not less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

Name of Project

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Printed Name of Authorized Representative of Bidder

Date

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State

of Washington residing at _____

Notary (print): _____

My appointment expires: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____

Contact Person for this Project: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above: _____

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by the firm: _____

List all of the projects over one-hundred thousand dollars total of a similar nature which have been completed by the Contractor within the last five (5) years and the gross dollar amount of each project, together with the Owner's name and phone number, and the Engineer's name.

Project Name	Amount	Owner	Phone	Engineer's Name

PROPOSAL – Continued

Print Contractor Name

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

1. _____
2. _____
3. _____
4. _____
5. _____

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent or project superintendent on this Project and list the number of years with the firm.

Have you changed bonding company within the last three (3) years? _____

If so, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner on any public works contract for a special utility district, private utility company, municipality, county or state

government? _____ For what reason? _____

Disposition of case, if settled: _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain: _____

Bidder agrees that the Owner shall retain the right to obtain any and all credit reports.

Yes: _____ No _____

RESPONSIBLE BIDDER CRITERIA

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder's employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors, Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your Bid as being "**Non-Responsive**". *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. _____
2. State of Washington Unified Business Identifier No. _____
3. Employment Security Department No. _____
4. State Excise Tax Registration No. _____
5. Is the payment of Worker's Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker's Comp account with the WA State Dept. of Labor & Industry please explain why.
☐ Yes
☐ No (If No, you are not eligible to bid on this project
☐ No Account – Explain why:

PROPOSAL – Continued

Print Contractor Name

6. Are you disqualified from Bidding on Public Works Projects in the State of Washington?

☐ Yes (If Yes, you are not eligible to Bid on this Project)

☐ No

PART 3

CONTRACT DOCUMENT FORMS

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

- 1) The Contractor shall within the time stipulated, (to-wit: within **50** working days from date of commencement hereof as required by the Contract, of which this agreement is a component part) perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project: **EAST LAKE SAMMAMISH PKWY SE CROSSWALK PROJECT**, for the construction of pedestrian crosswalk with median island, pedestrian refuge, and rectangular rapid flashing beacons, asphalt pavement widening, roadway excavation, drainage system with catch basins, modified cement concrete traffic curbs, permanent signing, channelization, traffic control, and other work noted in these documents, all in accordance with the attached Contract Plans, Special Provisions, and Standard Specifications.
- 2) All the foregoing shall be timely performed, furnished, constructed, installed and completed in strict conformity with the plans and specifications, including any and all addenda issued by the City and all other documents hereinafter enumerated, and in full compliance with all applicable codes, ordinances and regulations of the City of Sammamish and any other governmental authority having jurisdiction there over. It is further agreed and stipulated that all of said labor, materials, appliances, machines, tools, equipment and services shall be furnished and the construction installation performed and completed to the satisfaction and the approval of the City's Public Works Director as being in such conformity with the plans, specifications and all requirements of or arising under the Contract.

The aforesaid Contract, entered into by the acceptance of the Contractor's bid and signing of this agreement, consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.

- a) This Agreement
 - b) Instruction to Bidders
 - c) Project Proposal
 - d) Specifications
 - e) Maps and Plans
 - f) Bid
 - g) Advertisement for Bids
 - h) Special Provisions, if any
 - i) Addenda, if any
- and all modifications or changes issued pursuant to the Contract Documents.

CONTRACT DOCUMENT FORMS – Continued

- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within fifteen (15) days after the serving upon it of such notice of termination does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract to be performed hereunder, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity upon, on or about the premises worked upon or in any way relating to this Contract. This hold harmless and indemnification provision shall likewise apply for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract.

In the event the City shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold the City harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by City in the enforcement of any of the covenants, provisions and agreements hereunder.

- 6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by its duly authorized representative of such party. Any such notice as heretofore specified shall be given by

CONTRACT DOCUMENT FORMS – Continued

personal delivery thereof or by depositing same in the United States mail, postage prepaid, certified or registered mail.

- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than 50 working days from the date of commencement. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2014 WSDOT Standard Specifications, Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor.
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.
- 10) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.
- 11) The total amount of this contract is the sum of _____
numbers

written words

which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

CONTRACT DOCUMENT FORMS – Continued

IN WITNESS WHEREOF, the City has caused these presents to be signed by its City Manager and attested by its City Attorney and the Contractor has hereunto set his hand and seal the day and year first above-written.

CONTRACTOR

CITY OF SAMMAMISH

President/Partner/Owner

City Manager

ATTEST

Secretary

City Attorney

dba

Firm Name

check one

☐ Individual

☐ Partnership

☐ Corporation Incorporated in _____

Attention:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the contract, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.

If business is a PARTNERSHIP, full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the contract.

If business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

CONTRACT DOCUMENT FORMS – Continued

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: EAST LAKE SAMMAMISH PKWY SE CROSSWALK PROJECT

Contractor: _____

Representative: _____

Bid Date: _____ City Clerk: _____

City Council Award Date: _____

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to
☐ invest ☐ not to invest the retainage withheld under the terms of this contract.

Type of Investment: _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1. All investments selected are subject to City approval.
2. Retainage under this agreement will be held in escrow by the _____, the terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

Contractor: _____ Date: _____
Firm Name

By: _____
Signature Title

Address: _____

Phone: _____ Federal ID # _____

Estimated Completion Date: _____

CONTRACT DOCUMENT FORMS – Continued

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Finance Department

Date

CONTRACT DOCUMENT FORMS – Continued

LABOR AND MATERIAL PAYMENT BOND

We _____ as Principal, and
_____ as Surety, jointly and
severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF
SAMMAMISH (hereinafter called the Owner) for payment of the penal sum of
_____ Dollars (\$_____), lawful money of the United States in
connection with the owner's award to the Contractor of the contract for construction
("Contract") of the following project:

EAST LAKE SAMMAMISH PKWY SE CROSSWALK PROJECT

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors and material men, taxing authorities and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modifications or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

CONTRACT DOCUMENT FORMS – Continued

Executed in four original counterparts on _____, 20____

CONTRACTOR

By _____

(Title)

(Attach acknowledgment of authorized representative of Contractor).

(Name and Address of Surety)

(Name and Address of Surety's agent for service of process in Washington if different from above)

(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety

By _____

Its Attorney-in-fact

Notice: Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

CONTRACT DOCUMENT FORMS – Continued

PERFORMANCE BOND TO THE CITY OF SAMMAMISH

We, the undersigned _____ as
principal, and _____ corporation organized and
existing under the laws of the State of _____ as a surety corporation,
and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety are jointly and severally held and

firmly bound to the City of Sammamish in the penal sum of \$ _____ for the
payment of which sum on demand we bind ourselves and our successors, heirs,
administrators or person representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the
Ordinance of the City of Sammamish.

Dated at _____, Washington, this _____ day of _____, 20__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Public Works Construction Contract _____
providing for construction of **EAST LAKE SAMMAMISH PKWY SE CROSSWALK PROJECT** the
principal is required to furnish a bond for the faithful performance of the contract; and
WHEREAS, the principal has accepted, or is about to accept, the contract, and undertake to
perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____
shall faithfully perform all of the provisions of said contract in the manner and within the time
therein set forth, or within such extensions of time as may be granted under said contract, and
shall pay all laborers, mechanics, subcontractors and material-men, and all persons who shall
supply said principal or subcontractors with provisions and supplies for the carrying on of said
work, and shall hold said City of Sammamish harmless from any loss or damage occasioned
to any person or property by reason of any carelessness or negligence on the part of said
principal, or any subcontractor in the performance of said work, and shall indemnify and hold
the City of Sammamish harmless from any damage or expense by reason of failure of
performance as specified in said contract or from defects appearing or developing in the
operation of any mechanical or electrical equipment and related components provided under
such contract within a period of (2) two years a after its acceptance thereof by the City of
Sammamish, then his obligation shall become null and void, otherwise it shall be and remain
in full force. Customary trade warranties or guarantees on electrical and mechanical
equipment shall be assigned to the City of Sammamish.

Principal

Surety

Signature

Signature

Title

Title

PART 4

AMENDMENTS TO THE STANDARD SPECIFICATIONS

1 INTRODUCTION

2 The following Amendments and Special Provisions shall be used in conjunction with the 2014
3 Standard Specifications for Road, Bridge, and Municipal Construction.

4 5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS** 6

7 The following Amendments to the Standard Specifications are made a part of this contract
8 and supersede any conflicting provisions of the Standard Specifications. For informational
9 purposes, the date following each Amendment title indicates the implementation date of the
10 Amendment or the latest date of revision.

11
12 Each Amendment contains all current revisions to the applicable section of the Standard
13 Specifications and may include references which do not apply to this particular project.
14

15 **Section 1-02, Bid Procedures and Conditions** 16 **April 4, 2016**

17 **1-02.4(1) General**

18 The first sentence of the last paragraph is revised to read:
19

20 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
21 shall request the explanation or interpretation in writing by close of business on the
22 Thursday preceding the bid opening to allow a written reply to reach all prospective
23 Bidders before the submission of their Bids.
24

25 **1-02.9 Delivery of Proposal**

26 The last sentence of the third paragraph is revised to read:
27

28 The Contracting Agency will not open or consider any Proposal when the Proposal or Bid
29 deposit is received after the time specified for receipt of Proposals or received in a
30 location other than that specified for receipt of Proposals unless an emergency or
31 unanticipated event interrupts normal work processes of the Contracting Agency so that
32 Proposals cannot be received.
33

34 The following new paragraph is inserted before the last paragraph:
35

36 If an emergency or unanticipated event interrupts normal work processes of the
37 Contracting Agency so that Proposals cannot be received at the office designated for
38 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal
39 will be deemed to be extended to the same time of day specified in the solicitation on the
40 first work day on which the normal work processes of the Contracting Agency resume.
41

42 **1-02.12 Public Opening of Proposals**

43 This section is supplemented with the following new paragraph:
44

45 If an emergency or unanticipated event interrupts normal work processes of the
46 Contracting Agency so that Proposals cannot be opened at the time indicated in the call
47 for Bids the time specified for opening of Proposals will be deemed to be extended to the
48 same time of day on the first work day on which the normal work processes of the
49 Contracting Agency resume.
50

Section 1-06, Control of Material
January 4, 2016

This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT Form 350-075 Recycled Materials Reporting.

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:
 - a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.

- b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

Section 1-07, Legal Relations and Responsibilities to the Public April 4, 2014

1-07.1 Laws to be Observed

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency".

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.
2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

1 **Section 1-08, Prosecution and Progress**

2 **January 4, 2016**

3 **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage**
4 **Withheld**

5 In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".

7 The last sentence in item number 11 of the first paragraph is revised to read:

9 The Contractor may also require any documentation from the Subcontractor that is
10 required by the subcontract or by the Contract between the Contractor and Contracting
11 Agency or by law such as affidavits of wages paid, and material acceptance certifications
12 to the extent that they relate to the Subcontractor's Work.

14 Item number 12 of the first paragraph is revised to read:

16 12. If the Contractor fails to comply with the requirements of the Specification and the
17 Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will
18 be subject to the actions described in No. 7 listed above. The Subcontractor may also
19 seek recovery against the Contractor under applicable prompt pay statutes in addition
20 to any other remedies provided for by the subcontract or by law.

22 **Section 1-09, Measurement and Payment**

23 **April 4, 2016**

24 **1-09.6 Force Account**

25 The second sentence of item number 4 is revised to read:

27 A "specialized service" is a work operation that is not typically done by worker
28 classifications as defined by the Washington State Department of Labor and Industries
29 and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and
30 municipal construction.

32 **Section 5-01, Cement Concrete Pavement Rehabilitation**

33 **January 6, 2014**

34 **5-01.2 Materials**

35 The referenced section for the following item is revised to read:

37 Dowel Bars 9-07.5

39 **Section 5-04, Hot Mix Asphalt**

40 **January 6, 2014**

41 **5-04.3(7)A3 Commercial Evaluation**

42 The second sentence in the first paragraph is revised to read:

44 Mix designs for HMA accepted by commercial evaluation shall be submitted to the Project
45 Engineer on WSDOT Form 350-042.

Section 6-02, Concrete Structures

April 4, 2016

6-02.3(2)A Contractor Mix Design

The following new sentence is inserted after the first sentence of the third paragraph:

The mix design submittal shall also include test results no older than one year showing that the Aggregates do not contain Deleterious Substances in accordance with Section 9-03.

6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D

The following new sentence is inserted after the second sentence of the last paragraph:

Mix designs using shrinkage reducing admixture shall state the specific quantity required.

The following new sentence is inserted before the last sentence of the last paragraph:

Testing samples of mixes using shrinkage reducing admixture shall use the admixture amount specified in the mix design submittal.

6-02.3(2)B Commercial Concrete

The last sentence of the first paragraph is revised to read:

Commercial concrete does not require mix design or source approvals for cement, aggregate, and other admixtures.

6-02.3(26)D2 Test Block Dimensions

The first sentence is revised to read:

The dimensions of the test block perpendicular to the tendon in each direction shall be the smaller of twice the minimum edge distance or the minimum spacing specified by the special anchorage device manufacturer, with the stipulation that the concrete cover over any confining reinforcing steel or supplementary skin reinforcement shall be appropriate for the project-specific application and circumstances.

6-02.3(27)A Use of Self-Consolidating Concrete for Precast Units

Item number 2 of the first paragraph is revised to read:

2. Precast reinforced concrete three-sided structures, box culverts and split box culverts in accordance with Section 7-02.3(6).

Section 6-09, Modified Concrete Overlays

April 4, 2016

6-09.3(8)A Quality Assurance for Microsilica Modified and Fly Ash Modified Concrete Overlays

The first sentence of the first paragraph is revised to read the following two new sentences:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

The last paragraph is deleted.

6-09.3(8)B Quality Assurance for Latex Modified Concrete Overlays

The first two paragraphs are deleted and replaced with the following:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. The Engineer will perform testing as the concrete is being placed. Samples shall be taken on the first charge through each mobile mixer and every other charge thereafter. The sample shall be taken after the first 2 minutes of continuous mixer operation. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

The second to last sentence of the last paragraph is revised to read:

Recommendations made by the technical representative on or off the jobsite shall be adhered to by the Contractor.

Section 8-01, Erosion Control and Water Pollution Control **April 4, 2016**

8-01.2 Materials

This section is supplemented with the following new paragraph:

Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.

8-01.3(8) Street Cleaning

This section is revised to read:

Self-propelled street sweepers shall be used to remove and collect sediment and other debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards.

Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

Street washing with water will require the concurrence of the Engineer.

Section 8-04, Curbs, Gutters, and Spillways **January 6, 2014**

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

The first sentence in the fourth paragraph is revised to read:

Expansion joints in the curb or curb and gutter shall be spaced as shown in the Plans, and placed at the beginning and ends of curb returns, drainage Structures, bridges, and cold joints with existing curbs and gutters.

8-04.3(1)A Extruded Cement Concrete Curb

1 The second sentence in the second paragraph is revised to read:

2
3 Cement concrete curbs shall be anchored to the existing pavement by placing steel
4 reinforcing bars 1 foot on each side of every joint.

5
6 The third paragraph is revised to read:

7
8 Steel reinforcing bars shall meet the dimensions shown in the Standard Plans.

9
10 **Section 8-10, Guide Posts**
11 **January 4, 2016**

12 **8-10.3 Construction Requirements**

13 The last sentence of the second paragraph is deleted.

14
15 **Section 8-11, Guardrail**
16 **January 6, 2014**

17 **8-11.3(1)A Erection of Posts**

18 The second paragraph in this section is deleted.

19
20 **8-11.3(1)C Terminal and Anchor Installation**

21 The last sentence in the last paragraph is deleted.

22
23 **Section 8-22, Pavement Marking**
24 **January 4, 2016**

25 **8-22.4 Measurement**

26 The first two sentences of the fourth paragraph are revised to read:

27
28 The measurement for "Painted Wide Lane Line", "Plastic Wide Lane Line", "Profiled
29 Plastic Wide Lane Line", "Painted Barrier Center Line", "Plastic Barrier Center Line",
30 "Painted Stop Line", "Plastic Stop Line", "Painted Wide Dotted Entry Line", or "Plastic
31 Wide Dotted Entry Line" will be based on the total length of each painted, plastic or
32 profiled plastic line installed. No deduction will be made for the unmarked area when the
33 marking includes a broken line such as, wide broken lane line, drop lane line, wide dotted
34 lane line or wide dotted entry line.

35
36 **Section 9-03, Aggregates**
37 **January 3, 2017**

38 **9-03.1(1) General Requirements**

39 In this Section, each reference to "Section 9-01.2(3)" is revised to read "Section 9-01.2(1)A".

40
41 This first paragraph is supplemented with the following:

42
43 Reclaimed aggregate may be used if it complies with the Specifications for Portland
44 cement concrete. Reclaimed aggregate is aggregate that has been recovered from plastic
45 concrete by washing away the cementitious materials.

9-03.1(2) Fine Aggregate for Portland Cement Concrete

This section is revised to read:

Fine aggregate shall consist of natural sand or manufactured sand, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to meet the specifications.

9-03.1(2)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 6 and not exceed the following values:

Material finer than No. 200 Sieve	2.5 percent by weight
Clay lumps and friable particles	3.0 percent by weight
Coal and lignite	0.25 percent by weight
Particles of specific gravity less than 2.00	1.0 percent by weight.

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.

9-03.1(4) Coarse Aggregate for Portland Cement Concrete

This section is revised to read:

Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

9-03.1(4)A Deleterious

This section, including title, is revised to read:

9-03.1(4)A Deleterious Substances

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

Material finer than No. 200	1.0 ¹ percent by weight
Clay lumps and Friable Particles	2.0 percent by weight
Shale	2.0 percent by weight
Wood waste	0.05 percent by weight
Coal and Lignite	0.5 percent by weight
Sum of Clay Lumps, Friable Particles, and Chert (Less Than 2.40 specific gravity SSD)	3.0 percent by weight

¹If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

9-03.1(4)C Grading

The following new sentence is inserted at the beginning of the last paragraph:

Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.

9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete

This section is revised to read:

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

9-03.1(5)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregates $\frac{3}{8}$ inch or larger shall not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than $\frac{3}{8}$ inch they shall not exceed the values specified in Section 9-03.1(2)A.

9-03.1(5)B Grading

The first paragraph is deleted.

9-03.8(2) HMA Test Requirements

In the table in item number 3, the heading "Statistical and Nonstatistical" is revised to read "Statistical".

9-03.8(7) HMA Tolerances and Adjustments

In the table in item number 1, the column titled "Nonstatistical Evaluation" is deleted.

In the table in item 1, the last column titled "Commercial Evaluation" is revised to read "Visual Evaluation".

9-03.21(1)B Concrete Rubble

This section, including title, is revised to read:

9-03.21(1)B Recycled Concrete Aggregate

Recycled concrete aggregates are coarse aggregates manufactured from hardened concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete shall:

1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s) not otherwise noted;
2. Be free of harmful components such as chlorides and reactive materials unless mitigation measures are taken to prevent recurrence in the new concrete;

3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.

Recycled concrete aggregate shall not be placed below the ordinary high water mark of any water of the State.

9-03.21(1)D Recycled Steel Furnace Slag

This section title is revised to read:

Steel Furnace Slag

9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material

In the Hot Mix Asphalt column, each value of "20" is revised to read "25".

The last column heading "Steel Furnace Slag" is revised to read "Steel Slag".

The following new row is inserted after the second row:

Coarse Aggregate for Commercial Concrete	9-03.1(4)	0	100	0	0
--	-----------	---	-----	---	---

Section 9-04, Joint and Crack Sealing Materials **January 3, 2017**

9-04.2(1) Hot Poured Joint Sealants

This section's content is deleted and replaced with the following new subsections:

9-04.2(1)A Hot Poured Sealant

Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in accordance with ASTM D5329.

9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement

Hot poured sealant for cement concrete pavement shall meet the requirements of ASTM D6690 Type IV, except for the following:

1. The Cone Penetration at 25°C shall be 130 maximum.
2. The extension for the Bond, non-immersed, shall be 100 percent.

9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement

Hot poured sealant for bituminous pavement shall meet the requirements of ASTM D6690 Type II.

9-04.2(1)B Sand Slurry for Bituminous Pavement

Sand slurry is mixture consisting of the following components measured by total weight:

1. Twenty percent CSS-1 emulsified asphalt,
2. Two percent Portland cement, and

- 1
2 3. Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B
3 Class 2. Fine aggregate may be damp (no free water).
4

5 **Section 9-07, Reinforcing Steel**
6 **January 4, 2016**

7 **9-07.1(1)A Acceptance of Materials**

8 The first sentence of the first paragraph is revised to read:
9

10 Reinforcing steel rebar manufacturers shall comply with the National Transportation
11 Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar)
12 Manufacturers.
13

14 The first sentence of the second paragraph is revised to read:
15

16 Steel reinforcing bar manufacturers use either English or a Metric size designation while
17 stamping rebar.

PART 5

SPECIAL PROVISIONS

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SHOULDER

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 CITY OF SAMMAMISH GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *KING COUNTY Department of Transportation Road Services Division 2007 Design and Construction Standards*
- *CITY OF SAMMAMISH Department of Public Works Standards*

Contractor shall obtain copies of these publications, at Contractor's own expense.

**DIVISION 1
GENERAL REQUIREMENTS**

DESCRIPTION OF WORK

This Contract provides for the improvement of *** East Lake Sammamish pkwy SE Crosswalk Project in the City of Sammamish, King County. The project includes the construction of pedestrian crosswalk with median island, pedestrian refuge, and rectangular rapid flashing beacons, asphalt pavement widening, roadway excavation, drainage system with catch basins, modified cement concrete traffic curbs, permanent signing, channelization, and traffic control *** and other Work, all in accordance with the attached Contract Plans, Special Provisions, and Standard Specifications. The work provides for construction of

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions
(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All

documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications

(May 2018 City of Sammamish)

Delete this Section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the Work.

After award of the Contract, Plans and Specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

Additional Plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.

1
2 **1-02.4(1) General**

3 (June 2006 City of Sammamish)

4
5 Section 1-02.4(1) General numbered paragraph 3 is replaced with the following:

6
7 Has satisfied itself as to the character, quality, and quantity of surface and
8 subsurface materials or obstacles to be encountered including existing utilities
9 and utility relocation Work insofar as this information is reasonably ascertainable
10 from an inspection of the Work site (including material sites) as well as from the
11 Bid Documents and other information made a part of this Contract; and
12

13 **1-02.4(1) General**

14 (August 15, 2016 APWA GSP Option B)

15
16 The first sentence of the last paragraph is revised to read:

17
18 Any prospective Bidder desiring an explanation or interpretation of the Bid
19 Documents, shall request the explanation or interpretation in writing by close of
20 business 3 business days preceding the bid opening to allow a written reply to
21 reach all prospective Bidders before the submission of their Bids.
22

23
24 **1-02.5 Proposal Forms**

25 (July 31, 2017 APWA GSP)

26
27 Delete this section and replace it with the following:

28
29 The Proposal Form will identify the project and its location and describe the work. It
30 will also list estimated quantities, units of measurement, the items of work, and the
31 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
32 the proposal form that call for, but are not limited to, unit prices; extensions;
33 summations; the total bid amount; signatures; date; and, where applicable, retail
34 sales taxes and acknowledgment of addenda; the bidder's name, address, telephone
35 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a
36 State of Washington Contractor's Registration Number; and a Business License
37 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by
38 hand, preferably in black ink. The required certifications are included as part of the
39 Proposal Form.
40

41 The Contracting Agency reserves the right to arrange the proposal forms with
42 alternates and additives, if such be to the advantage of the Contracting Agency. The
43 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
44 otherwise specified.
45

46 **1-02.6 Preparation of Proposal**

47 (June 20, 2017 APWA GSP)

48
49 Supplement the second paragraph with the following:

- 1 4. If a minimum bid amount has been established for any item, the unit or lump
2 sum price must equal or exceed the minimum amount stated.
- 3 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
4 initialed by the signer of the bid.

5
6 Delete the fourth paragraph and replace it with the following:
7

8 The Bidder shall submit with the Bid a completed Underutilized Disadvantaged
9 Business Enterprise (UDBE) Utilization Certification, when required by the Special
10 Provisions. For each and every UDBE firm listed on the Bidder's completed
11 Underutilized Disadvantaged Business Enterprise Utilization Certification, the Bidder
12 shall submit written confirmation from that UDBE firm that the UDBE is in agreement
13 with the UDBE participation commitment that the Bidder has made in the Bidder's
14 completed Underutilized Disadvantaged Business Enterprise Utilization Certification.
15 WSDOT [Form 422-031U](#) (Underutilized Disadvantaged Business Enterprise Written
16 Confirmation Document) is to be used for this purpose. Bidder must submit good
17 faith effort documentation with the Underutilized Disadvantaged Business Enterprise
18 Utilization Certification only in the event the bidder's efforts to solicit sufficient UDBE
19 participation have been unsuccessful. Directions for delivery of the Underutilized
20 Disadvantaged Business Enterprise Written Confirmation Documents
21 and Underutilized Disadvantaged Business Enterprise Good Faith Effort
22 documentation are included in Sections 1-02.9
23

24 Delete the last paragraph, and replace it with the following:
25

26 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
27 manner.
28

29 A bid by a corporation shall be executed in the corporate name, by the president or a
30 vice president (or other corporate officer accompanied by evidence of authority to
31 sign).
32

33 A bid by a partnership shall be executed in the partnership name, and signed by a
34 partner. A copy of the partnership agreement shall be submitted with the Bid Form if
35 any UDBE requirements are to be satisfied through such an agreement.
36

37 A bid by a joint venture shall be executed in the joint venture name and signed by a
38 member of the joint venture. A copy of the joint venture agreement shall be
39 submitted with the Bid Form if any UDBE requirements are to be satisfied through
40 such an agreement.
41

42 **1-02.7 Bid Deposit**
43 *(March 8, 2013 APWA GSP)*
44

45 Supplement this section with the following:
46

47 Bid bonds shall contain the following:
48

- 49 1. Contracting Agency-assigned number for the project;
2. Name of the project;

3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

(February 16, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received either with the Bid Proposal or as a Supplement to the Bid. The document shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

1
2 Delete this section, and replace it with the following:
3

4 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
5 withdraw, revise, or supplement it if:
6

- 7 1. The Bidder submits a written request signed by an authorized person and
8 physically delivers it to the place designated for receipt of Bid Proposals,
9 and
- 10 2. The Contracting Agency receives the request before the time set for receipt
11 of Bid Proposals, and
- 12 3. The revised or supplemented Bid Proposal (if any) is received by the
13 Contracting Agency before the time set for receipt of Bid Proposals.
14

15 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
16 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
17 unopened Proposal package to the Bidder. The Bidder must then submit the revised
18 or supplemented package in its entirety. If the Bidder does not submit a revised or
19 supplemented package, then its bid shall be considered withdrawn.
20

21 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
22 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or
23 faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.
24

25 **1-02.13 Irregular Proposals**

26 *(June 20, 2017 APWA GSP)*
27

28 Delete this section and replace it with the following:
29

- 30 1. A Proposal will be considered irregular and will be rejected if:
 - 31 a. The Bidder is not prequalified when so required;
 - 32 b. The authorized Proposal form furnished by the Contracting Agency is not
33 used or is altered;
 - 34 c. The completed Proposal form contains any unauthorized additions,
35 deletions, alternate Bids, or conditions;
 - 36 d. The Bidder adds provisions reserving the right to reject or accept the
37 award, or enter into the Contract;
 - 38 e. A price per unit cannot be determined from the Bid Proposal;
 - 39 f. The Proposal form is not properly executed;
 - 40 g. The Bidder fails to submit or properly complete a Subcontractor list, if
41 applicable, as required in Section 1-02.6;
 - 42 h. The Bidder fails to submit or properly complete an Underutilized
43 Disadvantaged Business Enterprise Certification, if applicable, as
44 required in Section 1-02.6;
 - 45 i. The Bidder fails to submit written confirmation from each UDBE firm listed
46 on the Bidder's completed UDBE Utilization Certification that they are in
47 agreement with the bidder's UDBE participation commitment, if
48 applicable, as required in Section 1-02.6, or if the written confirmation that
49 is submitted fails to meet the requirements of the Special Provisions;

- j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 2018 City of Sammamish)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

- 1
2 B. Documentation: The Bidder shall not be listed as having an “active
3 exclusion” on the U.S. government’s “System for Award Management”
4 database (www.sam.gov).
5

6 **3. Subcontractor Responsibility**
7

- 8 A. Criterion: The Bidder’s standard subcontract form shall include the
9 subcontractor responsibility language required by RCW 39.06.020, and
10 the Bidder shall have an established procedure which it utilizes to validate
11 the responsibility of each of its subcontractors. The Bidder’s subcontract
12 form shall also include a requirement that each of its subcontractors shall
13 have and document a similar procedure to determine whether the sub-tier
14 subcontractors with whom it contracts are also “responsible”
15 subcontractors as defined by RCW 39.06.020.
16
17 B. Documentation: The Bidder, if and when required as detailed below, shall
18 submit a copy of its standard subcontract form for review by the
19 Contracting Agency, and a written description of its procedure for
20 validating the responsibility of subcontractors with which it contracts.
21

22 **4. Claims Against Retainage and Bonds**
23

- 24 A. Criterion: The Bidder shall not have a record of excessive claims filed
25 against the retainage or payment bonds for public works projects in the
26 three years prior to the bid submittal date, that demonstrate a lack of
27 effective management by the Bidder of making timely and appropriate
28 payments to its subcontractors, suppliers, and workers, unless there are
29 extenuating circumstances and such circumstances are deemed
30 acceptable to the Contracting Agency.
31
32 B. Documentation: The Bidder, if and when required as detailed below, shall
33 submit a list of the public works projects completed in the three years
34 prior to the bid submittal date that have had claims against retainage and
35 bonds and include for each project the following information:
36
37 • Name of project
38 • The owner and contact information for the owner;
39 • A list of claims filed against the retainage and/or payment bond for
40 any of the projects listed;
41 • A written explanation of the circumstances surrounding each claim
42 and the ultimate resolution of the claim.
43

44 **5. Public Bidding Crime**
45

- 46 A. Criterion: The Bidder and/or its owners shall not have been convicted of a
47 crime involving bidding on a public works contract in the five years prior to
48 the bid submittal date.
49
50 B. Documentation: The Bidder, if and when required as detailed below, shall
51 sign a statement (on a form to be provided by the Contracting Agency)

that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets Supplemental Criteria 3-7 stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets supplemental criteria 3-7 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Criteria 3-7. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their

1 evaluation. The Contracting Agency may consider mitigating factors in determining
2 whether the Bidder complies with the requirements of the supplemental criteria.

3
4 The basis for evaluation of Bidder compliance with these mandatory and
5 supplemental criteria shall include any documents or facts obtained by Contracting
6 Agency (whether from the Bidder or third parties) including but not limited to: (i)
7 financial, historical, or operational data from the Bidder; (ii) information obtained
8 directly by the Contracting Agency from others for whom the Bidder has worked, or
9 other public agencies or private enterprises; and (iii) any additional information
10 obtained by the Contracting Agency which is believed to be relevant to the matter.

11
12 If the Contracting Agency determines the Bidder does not meet the bidder
13 responsibility criteria above and is therefore not a responsible Bidder, the
14 Contracting Agency shall notify the Bidder in writing, with the reasons for its
15 determination. If the Bidder disagrees with this determination, it may appeal the
16 determination within two (2) business days of the Contracting Agency's
17 determination by presenting its appeal and any additional information to the
18 Contracting Agency. The Contracting Agency will consider the appeal and any
19 additional information before issuing its final determination. If the final
20 determination affirms that the Bidder is not responsible, the Contracting Agency will
21 not execute a contract with any other Bidder until at least two business days after
22 the Bidder determined to be not responsible has received the Contracting Agency's
23 final determination.

24
25 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid:
26 Bidders with concerns about the relevancy or restrictiveness of the Supplemental
27 Bidder Responsibility Criteria may make or submit requests to the Contracting
28 Agency to modify the criteria. Such requests shall be in writing, describe the
29 nature of the concerns, and propose specific modifications to the criteria. Bidders
30 shall submit such requests to the Contracting Agency no later than five (5)
31 business days prior to the bid submittal deadline and address the request to the
32 Project Engineer or such other person designated by the Contracting Agency in the
33 Bid Documents.

34 35 **1-02.15 Pre-Award Information**

36 *(August 14, 2013 APWA GSP)*

37
38 Revise this section to read:

39
40 Before awarding any contract, the Contracting Agency may require one or more of
41 these items or actions of the apparent lowest responsible bidder:

- 42 1. A complete statement of the origin, composition, and manufacture of any or all
43 materials to be used,
- 44 2. Samples of these materials for quality and fitness tests,
- 45 3. A progress schedule (in a form the Contracting Agency requires) showing the
46 order of and time required for the various phases of the work,
- 47 4. A breakdown of costs assigned to any bid item,
- 48 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 49 6. Obtain, and furnish a copy of, a business license to do business in the city or
50 county where the work is located.

7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading Proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will control. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the Contract bond.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this Section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful Bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting Agency nor shall any Work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the Contracting Agency.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1 **1-03.4 Contract Bond**

2 *(July 23, 2015 APWA GSP)*

3
4 Delete the first paragraph and replace it with the following:

5
6 The successful bidder shall provide executed payment and performance bond(s) for
7 the full contract amount. The bond may be a combined payment and performance
8 bond; or be separate payment and performance bonds. In the case of separate
9 payment and performance bonds, each shall be for the full contract amount. The
10 bond(s) shall:

- 11 1. Be on Contracting Agency-furnished form(s);
- 12 2. Be signed by an approved surety (or sureties) that:
 - 13 a. Is registered with the Washington State Insurance Commissioner, and
 - 14 b. Appears on the current Authorized Insurance List in the State of Washington
15 published by the Office of the Insurance Commissioner,
- 16 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
17 and conditions under the Contract, including but not limited to the duty and
18 obligation to indemnify, defend, and protect the Contracting Agency against all
19 losses and claims related directly or indirectly from any failure:
 - 20 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
21 subcontractors of the Contractor) to faithfully perform and comply with all
22 contract obligations, conditions, and duties, or
 - 23 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
24 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
25 subcontractors, material person, or any other person who provides supplies
26 or provisions for carrying out the work;
- 27 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on
28 the project under titles 50, 51, and 82 RCW; and
- 29 5. Be accompanied by a power of attorney for the Surety's officer empowered to
30 sign the bond; and
- 31 6. Be signed by an officer of the Contractor empowered to sign official statements
32 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be
33 signed by the president or vice president, unless accompanied by written proof of
34 the authority of the individual signing the bond(s) to bind the corporation (i.e.,
35 corporate resolution, power of attorney, or a letter to such effect signed by the
36 president or vice president).

37
38 *(June 2006 City of Sammamish)*

39 Section 1-03.4 is supplemented with the following:

40
41 The Contractor shall furnish both a Performance Bond and a Labor and Material
42 Payment Bond, each in the full amount of the Contract price which shall guarantee
43 the faithful performance of the Contract and the payment for all taxes, labor, material,
44 Subcontractors and material suppliers. The Labor and Material Payment Bond shall
45 be in force until completion of the project and acceptance by the Contracting Agency,
46 and also for such period thereafter during which the law allows claims to be filed and
47 sued upon. All Bonds required hereunder shall be issued by a corporate surety
48 company authorized to do business in the state in which the Work is located, and

which is also a company acceptable to the Contracting Agency, and on the form attached hereto.

SECTION 1-04, SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

March 13, 2012 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP, Option A; may not be used on FHWA-funded projects)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than \$200,000. In that case, payment for contract work may be adjusted as described herein.

SECTION 1-05, CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

If the Contractor fails to remedy defective or unauthorized Work within the time specified in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such

Work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized Work corrected immediately, have the rejected Work removed and replaced, or have Work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized Work, or Work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of Work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized Work.

No adjustment in Contract time or compensation will be allowed because of the delay in the performance of the Work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this Section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the Work as required.

1-05.11 Final Inspection

Delete this Section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the Work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of Work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the Work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the Work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the Work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

1
2 Upon receipt of written notice concurring in or denying substantial completion,
3 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
4 unauthorized interruption, the Work necessary to reach Substantial and Physical
5 Completion. The Contractor shall provide the Engineer with a revised schedule
6 indicating when the Contractor expects to reach substantial and physical completion
7 of the Work.

8
9 The above process shall be repeated until the Engineer establishes the Substantial
10 Completion Date and the Contractor considers the Work physically complete and
11 ready for final inspection.

12 13 **1-05.11(2) Final Inspection and Physical Completion Date**

14
15 When the Contractor considers the Work physically complete and ready for final
16 inspection, the Contractor by written notice, shall request the Engineer to schedule a
17 final inspection. The Engineer will set a date for final inspection. The Engineer and
18 the Contractor will then make a final inspection and the Engineer will notify the
19 Contractor in writing of all particulars in which the final inspection reveals the Work
20 incomplete or unacceptable. The Contractor shall immediately take such corrective
21 measures as are necessary to remedy the listed deficiencies. Corrective Work shall
22 be pursued vigorously, diligently, and without interruption until physical completion of
23 the listed deficiencies. This process will continue until the Engineer is satisfied the
24 listed deficiencies have been corrected.

25
26 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
27 the written notice listing the deficiencies, the Engineer may, upon written notice to the
28 Contractor, take whatever steps are necessary to correct those deficiencies pursuant
29 to Section 1-05.7.

30
31 The Contractor will not be allowed an extension of Contract time because of a delay
32 in the performance of the Work attributable to the exercise of the Engineer's right
33 hereunder.

34
35 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
36 Contracting Agency, in writing, of the date upon which the Work was considered
37 physically complete. That date shall constitute the Physical Completion Date of the
38 Contract, but shall not imply acceptance of the Work or that all the obligations of the
39 Contractor under the Contract have been fulfilled.

40 41 **1-05.11(3) Operational Testing**

42
43 It is the intent of the Contracting Agency to have at the Physical Completion Date a
44 complete and operable system. Therefore when the Work involves the installation of
45 machinery or other mechanical equipment; street lighting, electrical distribution or
46 signal systems; irrigation systems; buildings; or other similar Work it may be desirable
47 for the Engineer to have the Contractor operate and test the Work for a period of time
48 after final inspection but prior to the physical completion date. Whenever items of
49 Work are listed in the Contract Provisions for operational testing they shall be fully
50 tested under operating conditions for the time period specified to ensure their
51 acceptability prior to the Physical Completion Date. During and following the test

period, the Contractor shall correct any items of Workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit Contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the Contract.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.13(1) Emergency Contact List

(June 2006 City of Sammamish)

Section 1-05.13(1) shall be supplemented with the following:

The Contractor shall designate and shall provide the Contracting Agency and the Engineer with names and telephone numbers of those persons who will be available at all times in case of emergency. The Contractor will be charged for such expenses as may be incurred by the Contracting Agency to provide such service, if said emergency is not immediately rectified.

1-05.15 Method of Serving Notice

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

1 The Contractor shall make necessary arrangements, and shall bear the costs for
2 power and water necessary for the performance of the Work, unless the Contract
3 includes power and water as a pay item.
4

5 Add the following new Section:
6

7 **1-05.17 Oral Agreements**
8 (October 1, 2005 AWPA GSP)
9

10 No oral agreement or conversation with any officer, agent, or employee of the
11 Contracting Agency, either before or after execution of the Contract, shall affect or
12 modify any of the terms or obligations contained in any of the documents comprising
13 the Contract. Such oral agreement or conversation shall be considered as unofficial
14 information and in no way binding upon the Contracting Agency, unless subsequently
15 put in writing and signed by the Contracting Agency.
16

17 **SECTION 1-06, CONTROL OF MATERIAL**
18

19 **1-06.1 Approval of Materials Prior to Use**
20 (*June 2006 City of Sammamish*)
21

22 Section 1-06.1 is supplemented with the following:
23

- 24 1. Within these Contract Documents, certain items are specified by brand, style,
25 trade name, or manufacturer in order to set forth a standard of quality, and/or
26 preference by the Contracting Agency. It is not the intent of these
27 Specifications to exclude other processes or materials of a type and quality
28 equal to those designated.
29
- 30 2. Whenever a manufacturer's name, brand, or item designation is given, it shall
31 be understood that the words "or equal" follow such name or designation
32 whether in fact they do so or not.
33
- 34 3. The phrase "or equal" is not to be construed to mean that material or
35 equipment will be necessarily approved as equal by the Engineer; any such
36 approval shall only be effective when the item has been specifically approved
37 in advance and in writing by the Engineer.
38
- 39 4. No additional compensation or extension of time will be allowed the Contractor
40 for any changes required to adopt substituted materials or equipment.
41

42
43 **1-06.1(4) Submittals (New Section)**
44 (*June 2006 City of Sammamish*)
45

46 Section 1-06.1(4) is added as follows:
47

1 **1-06.1(4)1.0 General**

2
3 The Contractor shall be responsible for the accuracy and completeness of the
4 information contained in each submittal and shall assure that the material,
5 equipment or method of Work shall be as described in the submittal. The
6 Contractor shall verify that all features of all products conform to the requirements
7 of the Specifications and drawings. Submittal documents shall be clearly edited to
8 indicate only those items, models, or series of materials or equipment, which are
9 being submitted for review. All extraneous materials shall be crossed out or
10 otherwise obliterated. The Contractor shall ensure that there is no conflict with
11 other submittals and specifically notify the Contracting Agency in each case where
12 his/her submittal may affect the Work of another Contractor or the Contracting
13 Agency. The Contractor shall ensure coordination of submittals among the related
14 crafts and sub-Contractors. If the Contractor proposes to provide material,
15 equipment, or method of Work, which deviates from the project Specifications, the
16 Contractor shall indicate so under "deviations" on the transmittal form
17 accompanying the submittal copies.

18
19 **1-06.1(4)1.1 Work Included**

20
21 Submittals required for this Work shall include any or all of the following as required
22 by the particular Specification section and the submittal schedule:

- 23
24 a. Manufacturer's Literature
25 b. Shop Drawings
26 c. Material Samples
27 d. Test Report
28

29 **1-06.1(4)1.2 Submittal Information**

30
31 Shop, catalog, and other appropriate drawings shall be submitted to the Engineer
32 for review prior to fabrication or ordering of all equipment or materials specified.
33 The number of copies of submittal information to be submitted shall be as indicated
34 in the following parts of this Section.

35
36 All submittal information shall be sent to the Contracting Agency or the Agency's
37 designated representative through the general Contractor.
38

39 **1-06.1(4)2.0 Product Submittals**

40
41 **1-06.1(4)2.1 General**

42
43 Each submittal shall be accompanied by a letter of transmittal showing the date of
44 transmittal, Specification section or drawing number to which the submittal
45 pertains, and a brief description of the material submitted.

46
47 When the Contract documents require a submittal, the Contractor shall submit the
48 specified information as follows:
49

1. One (1) reproducible original and one (1) scanned copy sent via email.
2. The original will be retained for Contracting Agency and Engineer records. One (1) scanned copy will be returned to the Contractor with the approval action noted.

1-06.1(4)2.2 Manufacturer's Literature

Where the contents of submitted literature includes data is not pertinent to the submittal, the portion(s) of the contents being submitted for the Engineer's review shall be clearly indicated.

1-06.1(4)2.3 Shop Drawings

Shop Drawings shall be submitted in the form of blue-line or black-line prints of each sheet. Blueprint submittals will not be acceptable.

All Shop Drawings shall be accurately drawn to a scale sufficiently large enough to show pertinent features and method of connection or joining. On all Shop Drawings, figure dimensions shall be used as opposed to scaled dimensions.

Shop Drawings shall bear the Contractor's certification that it has reviewed, checked, and approved the Shop Drawings.

1-06.1(4)2.4 Material Samples

All material samples shall be of the exact article proposed to be furnished and shall be submitted in the quantity required to be returned to the Contractor, plus one additional sample to be retained by the Engineer.

1-06.1(4)2.5 Test Reports

A minimum of four (4) copies of test reports shall be submitted to the Contracting Agency and/or its designated representative.

1-06.1(4)2.6 Resubmittals

When material is resubmitted for any reason, it shall be resubmitted under a new letter of transmittal and referenced to the previous submittal.

1-06.1(4)2.7 Timing of Product Submittals

1-06.1(4)2.7.1 General

1. All submittals shall be made far enough in advance of installation to provide all required time for reviews and securing of necessary approvals.
2. In scheduling, the Contractor shall allow at least twenty (20) calendar days for the Engineer's review following its receipt of the submittal.

3. A minimum of six (6) copies are required for submittal (Shop Drawings, manufacturer's literature, etc.) four (4) copies will be retained by the Engineer. The remaining copies will be returned to the Contractor.

1-06.1(4)2.7.2 Delays

Cost of delays occasioned by tardiness of submittals on the part of the Contractor will not be borne by the Contracting Agency, or the Engineer.

1-06.1(4)2.8 Substitutions

1-06.1(4)2.8.1 General

1. Wherever possible throughout the Specifications, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number, by reference to recognized industry standards, or by performance requirements.
2. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for review and approval or rejection by the Engineer.

1-06.1(4)2.8.2 Engineer's Review Required

1. Comply with the requirements of the Standard Specifications unless modified herein.
2. The Engineer will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposals.
3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Engineer.
4. If the Contractor desires to furnish items of minor equipment by manufacturers other than those specified, he shall secure the approval of the Engineer prior to placing a purchase order.
5. Where the phrase "or equal" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Engineer unless the item has been specifically approved in writing for this Work by the Engineer.

1-06.1(4)2.8.3 Availability of Specified Items

1. Verify prior to Bidding that all specified items will be available in time for installation during orderly and timely progress of the Work.
2. In the event the specified item or items will not be available, notify the Engineer prior to receipt of Bids.
3. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, shall not

be borne by the Contracting Agency. Under such conditions, the Contractor is subject to liquidated damages should Contract time expire.

1-06.1(4)3.0 Payment

No separate payment will be made for submittals or equipment manuals, or the corresponding services, and operations required by the Contractor to complete the furnishing of equipment information in accordance with these Specifications. All costs shall be considered as incidental to the Work.

1-06.4 Handling and Storing Materials

1-06.4(1) On-Site Storage (New Section)

(June 2006 City of Sammamish)

Section 1-06.4(1) is added as follows:

The Contractor shall store all equipment and materials in a safe and suitable place in accordance with the Manufacturer's recommendations. Materials shall be covered or wrapped to protect them from moisture, dust and deterioration as required. All on-site storage areas shall be approved in advance by the Engineer.

1-06.4(2) Off-Site Storage (New Section)

(June 2006 City of Sammamish)

Section 1-06.4(2) is added as follows:

The Contractor may be required to provide off-site storage of equipment and materials to enable construction to occur at the construction site. The Contractor has full responsibility to secure all off-site storage areas, if needed, and shall include the costs for providing such storage areas in the Contract Bid Proposal for the individual equipment and material items requiring offsite storage. All off-site storage areas shall be fenced, secure and have access restricted or withheld from the General Public.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

1 The Washington State Department of Labor and Industries shall be the sole and
2 paramount administrative agency responsible for the administration of the provisions
3 of the Washington Industrial Safety and Health Act of 1973 (WISHA).
4

5 The Contractor shall maintain at the project site office, or other well known place at
6 the project site, all articles necessary for providing first aid to the injured. The
7 Contractor shall establish, publish, and make known to all employees, procedures for
8 ensuring immediate removal to a hospital, or doctor's care, persons, including
9 employees, who may have been injured on the project site. Employees should not
10 be permitted to Work on the project site before the Contractor has established and
11 made known procedures for removal of injured persons to a hospital or a doctor's
12 care.
13

14 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy
15 of the Contractor's plant, appliances, and methods, and for any damage or injury
16 resulting from their failure, or improper maintenance, use, or operation. The
17 Contractor shall be solely and completely responsible for the conditions of the project
18 site, including safety for all persons and property in the performance of the Work.
19 This requirement shall apply continuously, and not be limited to normal working hours.
20 The required or implied duty of the Engineer to conduct construction review of the
21 Contractor's performance does not, and shall not, be intended to include review and
22 adequacy of the Contractor's safety measures in, on, or near the project site.
23

24 **1-07.2 State Taxes**

25 Delete this Section, including its sub-sections, in its entirety and replace it with the
26 following:
27

28 **1-07.2 State Sales Tax**

29 *(June 27, 2011 APWA GSP)*
30

31 The Washington State Department of Revenue has issued special rules on the State
32 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
33 Contractor should contact the Washington State Department of Revenue for answers
34 to questions in this area. The Contracting Agency will not adjust its payment if the
35 Contractor bases a bid on a misunderstood tax liability.
36

37 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
38 contract amounts. In some cases, however, state retail sales tax will not be included.
39 Section 1-07.2(2) describes this exception.
40

41 The Contracting Agency will pay the retained percentage (or release the Contract
42 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
43 Washington State Department of Revenue a certificate showing that all contract-
44 related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct
45 from its payments to the Contractor any amount the Contractor may owe the
46 Washington State Department of Revenue, whether the amount owed relates to this
47 contract or not. Any amount so deducted will be paid into the proper State fund.
48

1 **1-07.2(1) State Sales Tax — Rule 171**

2
3 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
4 streets, roads, etc., which are owned by a municipal corporation, or political
5 subdivision of the state, or by the United States, and which are used primarily for foot
6 or vehicular traffic. This includes storm or combined sewer systems within and
7 included as a part of the street or road drainage system and power lines when such
8 are part of the roadway lighting system. For work performed in such cases, the
9 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
10 item prices, or other contract amounts, including those that the Contractor pays on the
11 purchase of the materials, equipment, or supplies used or consumed in doing the work.
12

13 **1-07.2(2) State Sales Tax — Rule 170**

14
15 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new
16 or existing buildings, or other structures, upon real property. This includes, but is not
17 limited to, the construction of streets, roads, highways, etc., owned by the state of
18 Washington; water mains and their appurtenances; sanitary sewers and sewage
19 disposal systems unless such sewers and disposal systems are within, and a part of,
20 a street or road drainage system; telephone, telegraph, electrical power distribution
21 lines, or other conduits or lines in or above streets or roads, unless such power lines
22 become a part of a street or road lighting system; and installing or attaching of any
23 article of tangible personal property in or to real property, whether or not such personal
24 property becomes a part of the realty by virtue of installation.
25

26 For work performed in such cases, the Contractor shall collect from the Contracting
27 Agency, retail sales tax on the full contract price. The Contracting Agency will
28 automatically add this sales tax to each payment to the Contractor. For this reason,
29 the Contractor shall not include the retail sales tax in the unit bid item prices, or in any
30 other contract amount subject to Rule 170, with the following exception.
31

32 Exception: The Contracting Agency will not add in sales tax for a payment the
33 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
34 equipment, or consumable supplies not integrated into the project. Such sales taxes
35 shall be included in the unit bid item prices or in any other contract amount.
36

37 **1-07.2(3) Services**

38
39 The Contractor shall not collect retail sales tax from the Contracting Agency on any
40 contract wholly for professional or other services (as defined in Washington State
41 Department of Revenue Rules 138 and 244).
42

43 **1-07.5 Environmental Regulations**

44
45 **1-07.5(1) General**

46 *(June 2006 City of Sammamish)*

47
48 Supplement this Section with the following:
49

1 The Contractor's attention is directed to Section 1-07.5 in its entirety, in addition
2 to the following. The Contractor shall provide for the flow of all watercourses,
3 including streams, ditches, drains, and sewers intercepted during the progress of
4 the Work and shall completely restore the same in as good condition as found or
5 shall make such final provisions for restoration as the Contracting Agency may
6 require. The Contractor shall not obstruct the flow of water but shall use all proper
7 measures to provide for the free passage of surface water.

8
9 The Contractor shall make provisions to take care of all surplus water, mud, silt,
10 slickings, or other runoff pumped from excavations or resulting from sluicing or
11 other operations and shall be responsible for any damage of whatever nature
12 resulting from failure to provide for the adequate control of runoff.

13
14 No direct payment shall be allowed for the above Work. Payment for the cost
15 thereof shall be included in the prices Bid for the various items which comprise
16 the Contract Work.

18 **1-07.7 Load Limits**

19 Section 1-07.7 is supplemented with the following:

20
21 (March 13, 1995)

22 If the sources of materials provided by the Contractor necessitates hauling over roads
23 other than State Highways, the Contractor shall, at the Contractor's expense, make
24 all arrangements for the use of the haul routes.

26 **1-07.9(5) Required Documents**

27 *(January 24, 2011 APWA GSP)*

28
29 Supplement this section with the following:

30
31 The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-
32 Standard, Project Specific Items" as defined below shall identify and report information
33 required on the addendum to the "Affidavit of Wages Paid" form filed with the
34 Department of Labor and Industries [form F700-164-000]. The Contractor shall
35 include language in its subcontracts requiring subcontractors and lower-tier
36 subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated,
37 Non-Standard, Project Specific Item" on the Affidavit of Wages Paid form addendum.

38
39 The reporting requirement for Items shall apply for all public works contracts estimated
40 to cost over \$1 million entered into by the Contracting Agency and Contractor between
41 September 1, 2010 through December 31, 2013.

42
43 "Off-site, prefabricated, nonstandard, project specific items" means products or items
44 that are:

- 45 1. Made primarily of architectural or structural precast concrete, fabricated steel,
46 pipe and pipe systems, or sheet metal and sheet metal duct work; and
- 47 2. Produced specifically for this Project and not considered to be regularly
48 available shelf items; and
- 49 3. Produced or manufactured by labor expended to assemble or modify standard
50 items; and

1 4. Produced at an off-site location outside the State of Washington.

2
3 The Contractor or subcontractor shall comply with the reporting requirements and
4 instructions on the Affidavit of Wages Paid form, and shall report the following
5 information on the Affidavit of Wages Paid form submitted to the Department of Labor
6 and Industries in order to comply with the reporting requirements for use of "Off-Site,
7 Prefabricated, Non-Standard, Project Specific" items:

- 8 1. The estimated cost of the project;
9 2. The name of the Contracting Agency and the project title;
10 3. The contract value of the off-site, prefabricated, nonstandard, project specific
11 items produced outside of Washington State, including labor and materials;
12 and
13 4. The name, address, and federal employer identification number of the
14 contractor that produced the off-site, prefabricated, nonstandard, project
15 specific items.

16
17 The Contracting Agency may direct the Contractor, at no additional cost to the
18 Contracting Agency, to remove and substitute any subcontractor(s) found to
19 be out of compliance with the "Off-Site Prefabricated Non-Standard Project
20 Specific Items" reporting requirements more than one time as determined by
21 the Department of Labor and Industries.

22 23 **1-07.16 Protection and Restoration of Property**

24 25 **1-07.16(1) Private/Public Property**

26 (June 2006 City of Sammamish)

27
28 Section 1-07.16(1) shall be supplemented with the following:

29
30 Only equipment with rubber tires or smooth tracks will be allowed on the finished
31 roads or road surfaces which are not to be reconstructed as a part of this project.
32 Tracks with cleats or other devices which damage the road surfacing will not be
33 allowed. All outriggers shall be equipped with street pads.

34
35 Along the street to be improved, there are privately owned improvements on the
36 properties abutting the right-of-way. Even though all reasonable precaution is to
37 be taken by the Contractor, these improvements may in some instances be
38 damaged. In the event such occurs, and claims for damages are filed by the
39 individuals, the Contracting Agency will request that the Contractor give evidence
40 that he has requested his insurance company to make personal contact with the
41 claimant. Any settlement for insurance claims shall be strictly an act restricted to
42 the claimant, the Contractor and his insurance company.

43
44 Any additional costs due to delays or restrictions due to the construction within
45 the Right-of-Way and furnishing access to adjacent property owners shall be
46 considered incidental to the project, and shall also be merged in the respective
47 unit and lump sum prices Bid.
48

1 **1-07.16(3) Fences, Mailboxes, Incidentals**

2 Section 1-07.16(3) is supplemented with the following:

3
4 The Contractor shall coordinate construction activities with the affected local
5 branch of the United States Post Office, including relocation of mailboxes. Contact
6 information is as follows:

7
8 Jake Hunter, Custodian/Maintenance
9 Issaquah United States Postal Service
10 400 NW Gilman Blvd
11 Issaquah, WA 98027
12 (206) 890-5989
13 Jacob.M.Hunter@usps.gov
14

15 **1-07.17 Utilities and Similar Facilities**

16
17 **Utilities and Similar Facilities**

18 Section 1-07.17 is supplemented with the following:

19
20 Locations and dimensions shown in the Plans for existing facilities are in accordance
21 with available information obtained without uncovering, measuring, or other
22 verification.

23
24 Public and private utilities, or their Contractors, will furnish all Work necessary to
25 adjust, relocate, replace, or construct their facilities unless otherwise provided for in
26 the Plans or these Special Provisions. Such adjustment, relocation, replacement, or
27 construction will be done during the prosecution of the Work for this project.

28
29 The Contractor shall attend a mandatory utility preconstruction meeting with the
30 Engineer, all affected subcontractors, and all utility owners and their Contractors prior
31 to beginning onsite Work.

32
33 The following addresses and telephone numbers of utility companies or their
34 Contractors that will be adjusting, relocating, replacing or constructing utilities within
35 the project limits are supplied for the Contractor's use:

36
37 Puget Sound Energy (Gas & Electric)
38 P.O. BOX 90868
39 Bellevue, WA 98009-0868
40 Attn: Andy Swayne
41 425-462-3727
42

43 Frontier Communications (Telecommunications)
44 Thomas Dacy
45 1800 41st Street
46 M/C: WA0104OS
47 Everett, WA 98201
48 425-263-4019
49

50 Comcast (Telecommunications)

Jill Look
1525 75th Street SW #200
Everett, WA 98203
425-263-5353

Sammamish Plateau Water and Sewer
Jim Konigsfeld
1510 228th Avenue SE
Sammamish, WA 98074
425-392-4931

Northeast Sammamish Water and Sewer District
Art Primeau
3500 Sahalee Way NE
Sammamish, WA 98074
425-868-1144

Century Link (Telecommunications)
Peter Stockton
1200 12th Avenue NE
Issaquah, WA 98027
206-345-3963

The Contractor shall give forty-eight (48) hours-notice to all utility companies/agencies involved where work is to take place and in all other respects comply with the provisions of Chapter 19.122 RCW. Notice shall include, but not be limited to, the utility companies/agencies serving the area.

Locate Existing Utilities

A reasonable attempt has been made to locate existing utilities; however, the exact location and/or depth is unknown in most instances. It is the responsibility of the Contractor to locate the existing utilities and their respective depths.

1-07.17(3) Utility Service (New Section)

(June 2006 City of Sammamish)

Section 1-07.17(3) is added as follows:

The Contractor shall maintain the operational service of all existing utilities, to include water, storm, power, telephone, cable TV, sanitary, and gas except where this Contract requires specifically for its temporary interruption. Where services are to be temporarily interrupted, affected parties shall be notified in writing at least 48 hours and not more than 72 hours in advance of the time and period of shut-down. Language, format, etc. of written notices shall be reviewed and approved by the Contracting Agency prior to distribution by the Contractor. The Contractor shall make every effort to keep scheduled shut downs to periods of anticipated minimum usage and for the least period of time.

No utility service shall be shut down or "out of service" for more than four (4) hours per day.

Should a non-scheduled shutdown of any utility be required for a period in excess of four hours, the Contractor shall take necessary measures to provide temporary service. The method of all temporary utility services shall first be approved by the Contracting Agency.

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

1 G. Failure on the part of the Contractor to maintain the insurance as required shall
2 constitute a material breach of contract, upon which the Contracting Agency may,
3 after giving five business days' notice to the Contractor to correct the breach,
4 immediately terminate the Contract or, at its discretion, procure or renew such
5 insurance and pay any and all premiums in connection therewith, with any sums so
6 expended to be repaid to the Contracting Agency on demand, or at the sole
7 discretion of the Contracting Agency, offset against funds due the Contractor from
8 the Contracting Agency.

9
10 H. All costs for insurance shall be incidental to and included in the unit or lump sum
11 prices of the Contract and no additional payment will be made.
12

13 **1-07.18(2) Additional Insured**

14 All insurance policies, with the exception of Workers Compensation, and of Professional
15 Liability and Builder's Risk (if required by this Contract) shall name the following listed
16 entities as additional insured(s) using the forms or endorsements required herein:

- 17 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
18 volunteers

19 The above-listed entities shall be additional insured(s) for the full available limits of
20 liability maintained by the Contractor, irrespective of whether such limits maintained by
21 the Contractor are greater than those required by this Contract, and irrespective of
22 whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4)
23 describes limits lower than those maintained by the Contractor.
24

25 For Commercial General Liability insurance coverage, the required additional insured
26 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
27 operations and CG 20 37 10 01 for completed operations.
28

29 **1-07.18(3) Subcontractors**

30 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage
31 that complies with all applicable requirements of the Contractor-provided insurance as set
32 forth herein, except the Contractor shall have sole responsibility for determining the limits
33 of coverage required to be obtained by Subcontractors.
34

35 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
36 1-07.18(2) as additional insureds, and provide proof of such on the policies as required
37 by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO
38 CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
39

40 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
41 Agency evidence of insurance and copies of the additional insured endorsements of
42 each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
43

44 **1-07.18(4) Verification of Coverage**

45 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
46 endorsements for each policy of insurance meeting the requirements set forth herein
47 when the Contractor delivers the signed Contract for the work. Failure of Contracting
48 Agency to demand such verification of coverage with these insurance requirements or
49 failure of Contracting Agency to identify a deficiency from the insurance documentation

provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

1 \$1,000,000 Each Occurrence
2 \$2,000,000 General Aggregate
3 \$2,000,000 Products & Completed Operations Aggregate
4 \$1,000,000 Personal & Advertising Injury each offence
5 \$1,000,000 Stop Gap / Employers' Liability each accident
6

7 **1-07.18(5)B Automobile Liability**

8 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall
9 be written on a coverage form at least as broad as ISO form CA 00 01. If the work
10 involves the transport of pollutants, the automobile liability policy shall include MCS 90
11 and CA 99 48 endorsements.
12

13 Such policy must provide the following minimum limit:

14 \$1,000,000 Combined single limit each accident
15

16 **1-07.18(5)C Workers' Compensation**

17 The Contractor shall comply with Workers' Compensation coverage as required by the
18 Industrial Insurance laws of the State of Washington.
19

20 **1-07.23 Public Convenience and Safety**

21
22 **1-07.23(1) Construction Under Traffic**

23 Section 1-07.23(1) is supplemented with the following:
24

25 (June 2006 City of Sammamish)

26 The Contractor shall be responsible for proper notification to and coordination
27 with all school districts, police and fire departments, U.S. mail, and all other
28 persons or agencies which provide public service types of business (refuse, etc.)
29 which will be affected by this project, and written notification shall be given at
30 least one (1) week in advance of construction. It shall be the Contractor's
31 responsibility to keep the school district and fire departments and others fully
32 advised of his construction progress, any required detours, and also the time of
33 completion of the project.
34

35 **(January 2, 2012)**

36 **Work Zone Clear Zone**

37 The Work Zone Clear Zone (WZCZ) applies during working and nonworking
38 hours. The WZCZ applies only to temporary roadside objects introduced by
39 the Contractor's operations and does not apply to preexisting conditions or
40 permanent Work. Those work operations that are actively in progress shall
41 be in accordance with adopted and approved Traffic Control Plans, and
42 other contract requirements.
43

44 During nonworking hours equipment or materials shall not be within the
45 WZCZ unless they are protected by permanent guardrail or temporary
46 concrete barrier. The use of temporary concrete barrier shall be permitted
47 only if the Engineer approves the installation and location.
48

49 During actual hours of work, unless protected as described above, only
50 materials absolutely necessary to construction shall be within the WZCZ and

only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(August 7, 2006)

Lane closures are subject to the following restrictions:

Single lane closures will be allowed between the following hours:

9:30 AM to 3:30 PM Monday through Friday
9:00 AM to 6:00 PM Saturdays

Vehicles in queues shall not be stopped for more than 10 minutes during single lane closures. During the operation of one-way traffic control, Flaggers shall work to minimize the time that vehicles are waiting in queues.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

(NWR February 14, 2005)

Signs and Traffic Control Devices

All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the

specified hours of closure, shall be turned or covered so as not to be visible to motorists.

1-07.24 Rights of Way (July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall

1 include the parcel number, address, and date of signature. Written releases must be
2 filed with the Engineer before the Completion Date will be established.

3 4 **SECTION 1-08, PROSECUTION AND PROGRESS**

5
6 Add the following new Section:

7 8 **1-08.0 Preliminary Matters** 9 *(May 25, 2006 APWA GSP)*

10
11 Add the following new Section:

12 13 **1-08.0(1) Preconstruction Conference** 14 *(October 10, 2008 APWA GSP)*

15
16 Prior to the Contractor beginning the Work, a preconstruction conference will be held
17 between the Contractor, the Engineer and such other interested parties as may be
18 invited. The purpose of the preconstruction conference will be:

- 19
20 1. To review the initial progress schedule;
21 2. To establish a working understanding among the various parties associated or
22 affected by the Work;
23 3. To establish and review procedures for progress payment, notifications,
24 approvals, submittals, etc.;
25 4. To establish normal working hours for the Work;
26 5. To review safety standards and traffic control; and
27 6. To discuss such other related items as may be pertinent to the Work.

28
29 The Contractor shall prepare and submit at the preconstruction conference the
30 following:

- 31
32 1. A breakdown of all lump sum items;
33 2. A preliminary schedule of working drawing submittals; and
34 3. A list of material sources for approval if applicable.

35
36 Add the following new Section:

37 38 **1-08.0(2) Hours of Work** 39 *(December 8, 2014 APWA GSP)*

40
41 Except in the case of emergency or unless otherwise approved by the Engineer, the
42 normal working hours for the Contract shall be any consecutive 8-hour period
43 between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break.
44 If the Contractor desires different than the normal working hours stated above, the
45 request must be submitted in writing prior to the preconstruction conference, subject
46 to the provisions below. The working hours for the Contract shall be established at
47 or prior to the preconstruction conference.
48

1 All working hours and days are also subject to local permit and ordinance conditions
2 (such as noise ordinances).

3
4 If the Contractor wishes to deviate from the established working hours, the
5 Contractor shall submit a written request to the Engineer for consideration. This
6 request shall state what hours are being requested, and why. Requests shall be
7 submitted for review no later than noon on the working day prior to the day(s) the
8 Contractor is requesting to change the hours.

9
10 If the Contracting Agency approves such a deviation, such approval may be subject
11 to certain other conditions, which will be detailed in writing. For example:

- 12 1. On non-Federal aid projects, requiring the Contractor to reimburse the
13 Contracting Agency for the costs in excess of straight-time costs for
14 Contracting Agency representatives who worked during such times. (The
15 Engineer may require designated representatives to be present during the
16 work. Representatives who may be deemed necessary by the Engineer
17 include, but are not limited to: survey crews; personnel from the Contracting
18 Agency's material testing lab; inspectors; and other Contracting Agency
19 employees or third party consultants when, in the opinion of the Engineer,
20 such work necessitates their presence.)
- 21 2. Considering the work performed on Saturdays, Sundays, and holidays as
22 working days with regard to the contract time.
- 23 3. Considering multiple work shifts as multiple working days with respect to
24 contract time even though the multiple shifts occur in a single 24-hour period.
- 25 4. If a 4-10 work schedule is requested and approved the non working day for
26 the week will be charged as a working day.
- 27 5. If Davis Bacon wage rates apply to this Contract, all requirements must be
28 met and recorded properly on certified payroll

30 **1-08.1 Subcontracting** 31 *(February 16, 2018 APWA GSP)*

32
33 The eighth and ninth paragraphs are revised to read:

34
35 On all projects, the Contractor shall certify to the actual amount received from
36 the Contracting Agency and amounts paid to all firms that were used as
37 Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or
38 service providers on the Contract. This includes all Disadvantaged, Minority,
39 Small, Veteran or Women's Business Enterprise firms. This Certification shall
40 be submitted to the Engineer on a monthly basis each month between
41 Execution of the Contract and Physical Completion of the Contract using the
42 application available at: <https://wsdot.diversitycompliance.com>. A monthly
43 report shall be submitted for every month between Execution of the Contract
44 and Physical Completion regardless of whether payments were made or work
45 occurred.

46
47 The Contractor shall comply with the requirements of RCW 39.04.250,
48 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment
49 to Subcontractors. Whenever the Contractor withholds payment to a
50 Subcontractor for any reason including disputed amounts, the Contractor

shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

Add the following new section:

1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees

(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Contracting Agency required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit 5 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting

Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(September 12, 2016 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

1-08.7 Maintenance During Suspension

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed Roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-08.10(2) Termination for Public Convenience

(June 2006 City of Sammamish)

Section 1-08.10(2) is deleted and replaced with the following:

The Contracting Agency may by written notice terminate this Contract at any time in whole or in part, without cause, and except where termination is due to Contractor's default, the Contracting Agency shall pay the Contractor that portion

of the Contract price corresponding to the work completed to the Contracting Agency's satisfaction, together with reasonable costs, as determined in the sole discretion of the Engineer, necessarily incurred by the Contractor in terminating the remaining portion of work, less any payments made before termination. In no event shall the Contracting Agency be required to pay the Contractor any amounts aggregating in excess of the Contract Price, nor shall Contracting Agency be required to pay Contractor any amount for lost anticipated profits on work which is not performed as a result of termination.

1-08.10(3) Termination for Public Convenience Payment Request

(June 2006 City of Sammamish)

Section 1-08.10(3) is deleted.

1-08.10(4) Payment for Termination for Public Convenience

(June 2006 City of Sammamish)

Section 1-08.10(4) is deleted.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.3 Scope of Payment

(June 2006 City of Sammamish)

Section 1-09.3 is supplemented with the following:

The Contractor shall, whenever so requested, give the Contracting Agency and/or the Engineer access to all invoices, bills of lading and other records relating to the Work, and shall, without charge therefore, provide measures and scales with adequate capacity for and assistance for measuring or weighing any of the materials.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common Proposal for Bidders. All such dollar amounts are to become a part of Contractor's total Bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of Work will correspond with those estimates. Payment will be made on the basis of the amount of Work actually authorized by Engineer.

(June 2006 City of Sammamish)

Prior to performing force account work, the Contractor shall submit to the Engineer an Equipment List containing pertinent information as to the type of equipment to be used, i.e., make, model, year, horse-power, serial numbers, optional attachments, capacity, etc, and the current equipment rental rates for such equipment. No force account payment will be made until the Engineer has received the completed Equipment List.

1 **1-09.9 Payments**

2 *(March 13, 2012 APWA GSP)*

3
4 Delete the first four paragraphs and replace them with the following:

5
6 The basis of payment will be the actual quantities of Work performed according to the
7 Contract and as specified for payment.

8
9 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
10 Preconstruction Conference, to enable the Project Engineer to determine the Work
11 performed on a monthly basis. A breakdown is not required for lump sum items that
12 include a basis for incremental payments as part of the respective Specification.
13 Absent a lump sum breakdown, the Project Engineer will make a determination based
14 on information available. The Project Engineer's determination of the cost of work
15 shall be final.

16
17 Progress payments for completed work and material on hand will be based upon
18 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
19 established at the preconstruction conference.

20
21 The initial progress estimate will be made not later than 30 days after the Contractor
22 commences the work, and successive progress estimates will be made every month
23 thereafter until the Completion Date. Progress estimates made during progress of the
24 work are tentative, and made only for the purpose of determining progress payments.
25 The progress estimates are subject to change at any time prior to the calculation of
26 the final payment.

27
28 The value of the progress estimate will be the sum of the following:

- 29 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units
30 of work completed multiplied by the unit price.
31 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump
32 sum breakdown for that item, or absent such a breakdown, based on the
33 Engineer's determination.
34 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job
35 site or other storage area approved by the Engineer.
36 4. Change Orders — entitlement for approved extra cost or completed extra work
37 as determined by the Engineer.
38

39 Progress payments will be made in accordance with the progress estimate less:

- 40 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
41 2. The amount of progress payments previously made; and
42 3. Funds withheld by the Contracting Agency for disbursement in accordance with
43 the Contract Documents.
44

45 Progress payments for work performed shall not be evidence of acceptable
46 performance or an admission by the Contracting Agency that any work has been

satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13 Claims Resolution

1-09.13(3) Claims \$250,000 or Less

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration

(July 23, 2015 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL

1-10.1 General

(June 2006 City of Sammamish)

Section 1-10.1 is supplemented with the following:

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and the Contractor shall have under construction no greater length or amount of Work than the Contractor can prosecute properly with due regards to the rights of the public. The Contractor shall not open up sections of the Work and leave them unfinished, but rather, the Work shall be finished as it proceeds, insofar as practicable. The Contractor shall further note that daily cleanup, waste haul, pavement restoration requirements, etc., are also important and are required as further noted herein.

All public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. The Contracting Agency will not furnish flagmen or any devices for the control of traffic.

1
2 The Contractor shall keep all existing roads, temporary detour roadway, and streets
3 adjacent to or within the limits of the project open and maintained in a good and safe
4 condition for traffic at all times unless otherwise specified herein or approved by the
5 Contracting Agency. The Contractor shall promptly remove any deposits or debris and
6 shall repair any damage resulting from its operations. Trenches shall be completely
7 backfilled and capped with approved asphalt mix or be steel plated (suitable for HS-
8 20 loading) at the end of each day. Temporary patching of pavement cuts with an
9 approved asphalt concrete mix shall be completed prior to opening to traffic.
10 Temporary patches shall be maintained in a "smooth" condition by the Contractor at
11 all times and checked on a daily basis. Temporary striping shall be provided.
12

13 Construction shall also be conducted so as to cause as little inconvenience as
14 possible to abutting property owners. Convenient and clearly marked access to
15 driveways, houses and buildings along the line of Work shall be maintained and
16 temporary approaches to crossing or intersecting streets shall be provided and kept
17 in good and smooth condition. When the abutting owners' access across the Rights-
18 of-Way line is to be replaced under the Contract by other access, the existing access
19 shall not be closed until the replacement access facility is available. Adjacent property
20 owner's driveways must be left open and accessible at all times during the course of
21 the project unless otherwise specified herein or approved by the Contracting Agency.
22

23 Upon completion of trench backfilling and compaction and prior to opening to
24 vehicular traffic, all trenches shall be brought to a smooth, even condition free of
25 bumps and depressions, satisfactory for the use of public traffic with steel plates,
26 controlled density fill, or approved temporary asphalt mix, as required per these
27 Special Provisions.
28

29 Roadways, streets and driveways, including sidewalks, shall be swept clean at the
30 conclusion of each day's operations and at such other times to insure the safety of
31 the traveling public and to prevent inconvenience to the public and owners of private
32 property adjacent to the project.
33

34 The Contracting Agency reserves the right to restrict the Contractor to various streets
35 and times of construction during the entire project; all costs of which shall be included
36 in other pay items involved on the project.
37

38 The Contractor shall be responsible for constructing, furnishing, placing, and
39 maintaining all barricades, warning lights, and related traffic control signs, and for the
40 furnishing of all flag persons, equipment for flag persons, pilot cars, and labor for
41 traffic control as necessary and in accordance with the traffic control plan(s), modified
42 traffic control plan(s), or temporary access plan(s) approved by the Engineer. If a
43 modification to traffic control is deemed necessary by the Engineer, the Contractor
44 shall immediately implement any requested modification(s). The need for flashing
45 warning lights shall be as determined by the Engineer.
46

47 The Contractor shall patrol the traffic control area at the beginning of the work day,
48 twice during the work day, at the end of the work day, and more often if necessitated
49 to reset all disturbed or missing signs and traffic control devices or immediately re-
50 furnish such items if they have been stolen or permanently damaged. All control signs

necessary for nighttime traffic control shall be effective and have flashing lights installed to enhance visibility.

A non-motorized access route through the work area shall be maintained by the Contractor at all time during construction.

Upon failure of the Contractor to provide immediately such flagmen and provide, erect, maintain, and remove such signs when ordered to do so by the Contracting Agency, the Contracting Agency shall be at liberty, without further notice to the Contractor or its Surety, to provide the necessary flagmen, and labor to erect, maintain, install and/or remove barricades and lights and to erect, maintain and remove additional signs and deduct all of the costs thereof from any payments due or coming due the Contractor.

1-10.2 Traffic Control Management

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(January 3, 2017 WSDOT GSP)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346 8
(360) 297-3035 9

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022 18
Training Dept. Toll Free (877) 642-4637 19
Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

(June 2006 City of Sammamish)

The first paragraph is revised to read:

The Contractor will prepare a Traffic Control Plan showing a method of handling traffic through the work areas conforming to the Contractor's method of construction sequencing. This plan shall be prepared in accordance with the latest issue of the MUTCD, WSDOT Standard Plans and these Specifications. All

1 construction signs, flaggers, spotters, and other traffic control devices are to be
2 shown on the traffic control plan. This plan shall be provided to the Engineer for
3 approval at least 10-calendar days in advance of the time the signs and other
4 traffic control devices are scheduled to be installed and utilized.

5
6 Section 1-10.2(2) is supplemented with the following:
7

8 The Contractor shall be responsible for traffic control in the vicinity of the Work
9 being performed to include furnishing, supplying and maintaining proper
10 barricading, flagmen and signing. It is the intent of the Contracting Agency to have
11 Roadways "open" during construction. The Contractor shall allow access by local
12 traffic and emergency vehicles at all times during construction. Temporary
13 closures, detours, or restricted use may be approved by the Contracting Agency
14 due to special construction situations or concerns; however, the Contractor shall
15 Bid the project to leave the Roadway open during construction activities and to
16 provide adequate traffic control.

17
18 On streets where parking is normally allowed, the Contractor shall furnish and
19 place at least three "No Parking" signs on each side of each block of the street
20 where parking is to be prohibited. The signs shall be highly visible to motorists
21 from all approaches to the area where parking is to be restricted. The signs shall
22 be posted at least two full working days in advance of any construction activity
23 and shall state the date and times when parking will be prohibited.

24
25 The minimum lane widths through traffic control zones shall be ten feet with a
26 minimum shy distance of one foot to any pavement edge, shoulder obstruction,
27 or traffic control device.

28 29 30 **1-10.4 Measurement**

31 (August 2, 2004 WSDOT GSP)

32 Section 1-10.4(3) is supplemented with the following:
33

34 The Bid Proposal contains the item "Project Temporary Traffic Control," lump sum.
35 The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall
36 apply.
37

38 There is no unit of measurement for the Work of Contractor prepared Traffic Control
39 Plans that differ from those included in the WSDOT Standard Plans. If the Contractor
40 chooses to prepare Traffic Control Plans that differ from those shown in the WSDOT
41 Standard Plans, this Work shall be incidental to other Work, and be included in the
42 measurement of "Project Temporary Traffic Control."

1
2
3 **DIVISION 5**
4 **SURFACE TREATMENTS AND PAVEMENTS**
5

6 **5-05.3(18) Patterned and Colored Cement Concrete Treatment**

7 Use colored and/or imprinted concrete, including color matching joint material, when
8 specified.
9

10 **SECTION 5-04, HOT MIX ASPHALT**
11

12 **5-04.3 Construction Requirements**
13

14 **5-04.3(5) Conditioning of Existing Surfaces**
15

16 **5-04.3(5)A Preparation Of Existing Surfaces**

17 Section 5-04.3(5)A is supplemented with the following:
18

19 (NWR February 9, 2004)

20 The Contractor shall limit the amount of tack coat placed to that amount that will
21 be fully covered by the asphalt overlay at the end of each work shift.
22

23 In accordance with Section 1-07.15(1) Spill Prevention, Control and
24 Countermeasures Plan (SPCC), as part of the SPCC the Contractor shall
25 address the mitigating measures to be taken in the event that the paving
26 operation is suspended or terminated prior to the asphalt for tack coat being fully
27 covered.
28

29 **5-04.3(5)E Pavement Repair**

30 Section 5-04.3(5)e is supplemented with the following:
31

32 (*****)

33 Pavement Repair Patches for concrete repair may be a minimum width of 6-
34 inches alongside curb and gutter replacement and catch basin adjustment, or as
35 shown in the standard plans and as directed by the Engineer.
36

37 **5-04.3(7)A Mix Design**

38 (March 9, 2016 APWA GSP)
39

40 Supplement this section with the following:
41

42 Mix Designs for PHMA shall be submitted to the Engineer on Washington State
43 DOT Form 350-042 with the additional PHMA test data required by this
44 specification provided as a one page supplemental attachment. The supplemental
45 test data form is available at
46 <http://www.wsdot.wa.gov/partners/apwa/PorousAsphaltPavement.pdf>.
47

48 The asphalt binder for PHMA/PWMA shall be PG 70-22ER polymer modified or
49 higher grade. Binder content shall be between 6.0% and 7.0% by total weight of
50 the mix, and will be the highest percentage that passes both the drain down and

void requirements tests at $N_{\text{design}} = 75$ gyrations. The binder content tolerance shall be $\pm 0.3\%$ during production/ placement of the PHMA/PWMA. The Contractor shall adjust the aggregate to meet the maximum drain down test requirements within the ranges provided below.

1. Drain down shall be 0.3 %, maximum, according to ASTM D6390
2. Void ratio shall be 16% to 25% per ASTM D3203 at $N_{\text{design}} = 75$ gyrations.

The Contractor shall include with the submittal temperature-viscosity curves from the polymer-modified asphalt binder supplier showing the recommended mixing and compaction temperatures developed for dense graded HMA applications.

The Contractor shall determine anti-strip requirements for PHMA/PWMA and provide data for anti-stripping. The asphaltic mix shall be tested for its resistance to stripping by water in accordance with ASTM D-3625. If the estimated coating area is not above 95 percent, anti-stripping agents shall be added to the asphalt. Contractor shall be responsible for conducting the anti-stripping evaluation and providing a report to the Engineer.

Alternately, anti-strip evaluation of an existing dense graded hot mix asphalt of the same maximum nominal aggregate class and from the same aggregate materials source may be used to set the anti-stripping requirements for PHMA/PWMA. The anti-strip requirement for the PHMA/PWMA shall be equivalent to the anti-stripping requirement for the HMA.

5-04.3(8)A1, General

(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

**SECTION 8-19.1 SHOULDER CEMENT CONCRETE PEDESTRIAN LANDING
(NEW SECTION)**

Description

(*****)

This Work shall consist of furnishing and installing materials and equipment necessary to install two cement concrete pedestrian landings on pavement shoulder areas in accordance with the Plans, Standard Specifications, and these Special Provisions. The Work shall include placing detectable warning surfaces over fresh concrete, pavement sawcuts, removal and excavation of existing pavement and sub-grade materials per standard details, installation of crushed surfacing top courses and HMA pavement patches, locate and protect all existing utilities per standard details. All work shall be in accordance with the Plans, Standard Specifications, and these Special Provisions.

Materials

(*****)

Crushed Surfacing Top Course (CSTC): Section 4-04.2

Detectable Warning Surface: Section 8-14.3

All other materials shall be accordance with Division 9.

Construction Requirements

Placement of two detectable warning surfaces on 11' x 3' fresh concrete shall be in accordance with the Plans, Standard Specifications, and these Special Provisions. Concrete shall be 4" deep and shall be placed over 2" crushed surfacing top course.

The detectable warning surface shall be located as shown in the Plans. Placement of the detectable warning surface shall be in accordance with the manufacturer's recommendation for placement in fresh concrete, before the concrete has reached initial set.

Vertical edges of the detectable warning surface shall be flush with the adjoining surface to the extent possible (not more than ¼ inch above the surface of the pavement) after installation.

Embossing or stamping the wet concrete to achieve the truncated dome pattern or using a mold into which a catalyst-hardened material is applied shall not be allowed.

Measurement

"Cement Concrete Pedestrian Landing" will be measured per square foot.

1
2 "Detectable Warning Surface" will be measured per square foot.

3
4 **Payment**

5
6 Payment will be made in accordance with Section 1-04.1 for the following bid item that is
7 included in the proposal:

8
9 "Cement Concrete Pedestrian Landing" will be measured per square foot.

10
11 "Detectable Warning Surface" will be measured per square foot.

12
13 The unit Contract price per each for "Cement Concrete Pedestrian Landing" includes all
14 labor, equipment, and materials necessary to complete the work as described.

15
16
17 **SECTION 8-19.2 MEDIAN ISLANDS AND PEDESTRIAN REFUGE (NEW**
18 **SECTION)**

19
20 (*****)

21 **Description**

22
23 This work shall consist of furnishing and installing materials and equipment necessary to
24 construct two median islands and a cement concrete pedestrian refugee area, including
25 pavement sawcuts, removal and excavation of existing pavement and sub-grade materials
26 per standard details; installation of median islands and cement concrete pedestrian refuge
27 per Plans and Standard Details, modified cement concrete traffic curb per typical sections
28 and details; placing crushed surfacing top courses, HMA pavement patches, textured
29 cement concrete treatments, detectable warning surfaces, and locate and protect all
30 existing utilities. All work shall be in accordance with the Plans, Standard Specifications,
31 and these Special Provisions.

32
33 **Materials**

34
35 Crushed Surfacing Top Course (CSTC): Section 4-04.2

36
37 Modified Cement Concrete Traffic Curbs: Section 8-04.3

38
39 Detectable Warning Surface: Section 8-14.3

40
41 All other materials shall be accordance with Division 9.

42
43 **Construction Requirements**

44
45 Construction of two median islands and cement concrete pedestrian refuge shall be in
46 accordance with the Plans, Standard Specifications, and these Special Provisions.

47
48 Detectable Warning Surface

49
50 The detectable warning surface shall be located as shown in the Plans. Placement of the

detectable warning surface shall be in accordance with the manufacturer's recommendation for placement in fresh concrete, before the concrete has reached initial set.

Vertical edges of the detectable warning surface shall be flush with the adjoining surface to the extent possible (not more than ¼ inch above the surface of the pavement) after installation.

Embossing or stamping the wet color concrete to achieve the truncated dome pattern or using a mold into which a catalyst-hardened material is applied shall not be allowed.

Textured Cement Concrete

The Contractor shall stamp the areas indicated on the Plans. The stamped concrete shall be a two color system with a base color hardener and a release color. Color shall be a red brick hardener with a Red Brick release. Color hardener and release shall be applied and installed in accordance with the manufacturer's written recommendations. The stamp pattern shall be brick pattern or approved equal.

Work shall be performed by workers experienced with concrete stamping and concrete coloring. The Contractor shall provide a job-site sample to be approved by the Engineer prior to placing textured cement concrete.

The Contractor must submit technical data and manufacturer's specifications for textured cement concrete components to the Engineer for approval at least 10 Working Days before placing textured cement concrete.

Concrete shall be a minimum of 4 inches thick and shall be constructed using Class 3,000 concrete as specified in Section 6-02.3(2)A of the Standard Specifications. The slump of the concrete shall not exceed 3-½ inches. The concrete shall be air entrained concrete in accordance with the requirements of Section 5-05.3(4)A and shall be cured for 4 days in accordance with Section 5-05.3(13)B.

Transverse construction joints and transverse contraction joints shall be placed perpendicular to the back of curb. Joint spacing shall be a maximum of 15' apart and equally spaced along the length of the textured cement concrete. Following placement, screeding and floating of the concrete, color hardener shall be troweled into the concrete. After troweling the hardener into the concrete, a second coat of color hardener shall be placed uniformly on top of concrete. After 4 days of curing or according to the manufacturer's instruction, the color release shall be pressure washed and allowed to dry completely. When the textured concrete is dry, the Contractor shall apply a sealer to the concrete. Sealer shall be as recommended by the color hardener manufacturer's recommendation and as approved by the Engineer.

Measurement

"Median Islands and Pedestrian Refuge" will be measured per L.S.

"Detectable Warning Surface" will be measured per square foot.

1 **Payment**

2
3 Payment will be made in accordance with Section 1-04.1 for each of the following Bid
4 items that are included in the Proposal.

5
6 "Median Islands and Pedestrian Refuge", per L.S.

7
8 "Detectable Warning Surface" will be measured per square foot.

9
10 The unit Contract price per each for "Median Islands and Pedestrian Refuge" includes all
11 labor, equipment, and materials necessary to complete the work as described.

12
13
14 **SECTION 8-19.3 DRAIN AND CATCH BASIN INSTALLATION (NEW**
15 **SECTION)**

16 **(*****)**

17 **Description**

18
19 This work shall consist of furnishing and installing materials and equipment necessary to
20 install two Type 1 catch basins, 12" storm drain pipe and outfall, including pavement
21 sawcuts, removal and excavation of existing pavement and sub-grade materials per
22 standard details, trench excavation, and placement of backfill material. All work shall be
23 in accordance with the Plans, Standard Specifications, and these Special Provisions.

24
25 **Materials**

26
27 All materials shall be accordance with Division 9.

28
29 Drain pipes may be concrete, zinc coated (galvanized) corrugated iron, aluminum coated
30 (aluminized) corrugated iron, zinc coated (galvanized steel), aluminum coated
31 (aluminized) steel, corrugated aluminum alloy, polyvinyl chloride (PVC), or corrugated
32 polyethylene (PE) at the option of the Contractor unless the Plans specify the type to be
33 used.

34
35 All contiguous pipe shall be of the same kind.

36
37 **Construction Requirements**

38
39 Installation of two Type 1 catch basins and 12" storm drain shall be in accordance with the
40 Plans, Standard Specifications, and these Special Provisions.

41
42 A trench of the dimensions shown in the Plans or as specified by the Engineer shall be
43 excavated to the grade and line given by the Engineer.

44
45 Drain pipe shall be laid in conformity with the line and grades as shown in the Plans. The
46 drain pipe shall be laid with soiltight joints unless otherwise specified. Concrete drain pipe
47 shall be laid with the bell or larger end upstream. PVC drain pipe shall be jointed with a
48 bell and spigot joint using a flexible elastomeric seal as described in Section 9-04.8. The
49 bell shall be laid upstream. PE drain pipe shall be jointed with a snap-on, screw-on, bell
50 and spigot, or wraparound coupling bands as recommended by the manufacturer of the
51 tubing.

1
2 **Measurement**

3
4 "Drain and Catch Basin Installation" will be measured per L.S.

5
6 **Payment**

7
8 Payment will be made in accordance with Section 1-04.1 for each of the following Bid
9 items that are included in the Proposal.

10
11 "Drain and Catch Basin Installation", per L.S.

12
13 The unit Contract price per each for "Drain and Catch Basin Installation" includes all labor,
14 equipment, and materials necessary to complete the work as described.

15
16
17 **SECTION 8-19.4 HMA PAVEMENT SHOULDER WIDENING (NEW SECTION)**

18
19 (*****)

20 **Description**

21
22 This work shall consist of furnishing and installing materials and equipment necessary to
23 construct HMA pavement shoulder widening per standard details, including pavement
24 sawcuts; removal and excavation of existing pavement, ground materials, and sub-grade
25 materials per standard details; clearing and grubbing, restoration and roadside cleanup,
26 street signage relocation, and installation of crushed surfacing top course and HMA
27 pavements. All work shall be in accordance with the Plans, Standard Specifications, and
28 these Special Provisions.

29
30 **Materials**

31
32 Crushed Surfacing Top Course (CSTC): Section 4-04.2

33
34 All materials shall be accordance with Division 9.

35
36 **Construction Requirements**

37
38 Construction of HMA Pavement Shoulder Widening shall be in accordance with the Plans,
39 Standard Specifications, and these Special Provisions.

40
41 **Measurement**

42
43 "HMA Pavement Shoulder Widening" will be measured per square foot.

44
45 **Payment**

46
47 Payment will be made in accordance with Section 1-04.1 for each of the following Bid
48 items that are included in the Proposal.

49
50 "HMA Pavement Shoulder Widening", per S.F.

1 The unit Contract price per each for "HMA Pavement Shoulder Widening" includes all
2 labor, equipment, and materials necessary to complete the work as described.
3
4

5 **SECTION 8-19.5 RELOCATION OF MAILBOX AND CLUSTER BOX UNIT**
6 **(CBU) (NEW SECTION)**
7

8 **(*****)**

9 **Description**

10
11 This Work consists of removing and reinstalling in permanent locations, mailbox and
12 Cluster Box Unit (CBU) affected by Construction work in accordance with the Plans,
13 Standard Specifications, the City of Sammamish Standard Figures 05-04 and 05-06, and
14 per Engineer's direction
15

16 **Materials**

17
18 All materials shall be accordance with Division 9.
19

20 **Construction Requirements**

21
22 During construction the mailbox and CBU shall be moved and reinstalled at the location
23 determined by the Engineer in accordance with City of Sammamish Standard Figures 05-
24 04 and 05-06.
25

26 The existing mailbox and CBU shall be reinstalled within 24 hours of being removed.
27

28 Excavation for removal and new location of mailbox and CBU supports shall be backfilled
29 with adjacent native material and compacted to the satisfaction of the Engineer.
30

31 The Contractor shall install and coordinate mailbox relocation activities with the local Post
32 Office Custodian/Maintenance, providing safe and adequate access for vehicles, mail
33 delivery, and homeowners at all times.
34

35 The local Post Office Custodian/Maintenance contact information is as follows:
36

37 Jake Hunter, Custodian/Maintenance
38 Issaquah United States Postal Service
39 400 NW Gilman Blvd
40 Issaquah, WA 98027
41 (206) 890-5989
42 Jacob.M.Hunter@usps.gov
43

44 The Contractor shall coordinate the Work with the Engineer and the local Post Office
45 Custodian/Maintenance. The CBU installation shall only occur after the local Post Office
46 Custodian/Maintenance has approved the Work.
47

1 The mailbox and CBU for the following street addresses shall be relocated to new
2 location as shown in the Plans:

3
4 3302 – Ste A1 E Lake Sammamish Pkwy SE
5 3302 – Ste C1 E Lake Sammamish Pkwy SE
6 3310 – Ste C2 E Lake Sammamish Pkwy SE
7 3310 – Ste D E Lake Sammamish Pkwy SE
8 3310 – Ste E E Lake Sammamish Pkwy SE
9 3310 – Ste F1 E Lake Sammamish Pkwy SE
10 3310 – Ste F2 E Lake Sammamish Pkwy SE
11 3310 – Ste G E Lake Sammamish Pkwy SE
12 3310 – Ste H E Lake Sammamish Pkwy SE
13 3310 – Ste I E Lake Sammamish Pkwy SE
14 3302 – Ste B E Lake Sammamish Pkwy SE

15
16 **Measurement**

17
18 “Relocation of Mailbox and Cluster Box Unit (CBU)” will be measured per L.S..
19

20 **Payment**

21
22 Payment will be made in accordance with Section 1-04.1 for each of the following Bid
23 items that are included in the Proposal.

24
25 “Relocation of Mailbox and Cluster Box Unit (CBU)”, per L.S.
26

27 The unit Contract price for “Relocation of Mailbox and Cluster Box Unit (CBU)” shall
28 include all necessary work to remove and permanently relocate mailbox and CBU,
29 including excavation, pedestal, foundation, and all necessary hardware, coordinate with
30 the postmaster, and all activities as specified and detailed in the Plans.
31

32
33 **SECTION 8-19.6 RECTANGULAR RAPID FLASHING BEACON (RRFB)**
34 **SYSTEM (NEW SECTION)**

35
36 (*****)

37 **Description**

38
39 This Work consists of furnishing, installing, and field testing all materials and equipment
40 necessary to complete in place, fully functional Rectangular Rapid Flashing Beacon
41 (RRFB) system with foundation, post, base cover, and pedestrian push button in
42 accordance with approved methods, the Plans, the Special Provisions, and Standard
43 Specifications. This Works includes sawcuts, removal and excavation of existing
44 pavement for foundations.
45

46 The RRFB system shall be Carmanah solar-powered and shall consist of two uni-
47 directional and one bi-directional pole configurations in accordance with the Standard
48 Plans.
49

1 Unless otherwise noted, the location of signals, standards and appurtenances shown in
2 the Plans are approximate; and the exact location will be established by the Engineer in
3 the field.

4 5 **Materials**

6
7 Materials shall meet the requirements of Section 9-29. Unless otherwise indicated in the
8 Plans or specified in the Special Provisions, all materials shall be new.

9
10 Within 20 calendar days following execution of the Contract, the Contractor shall submit
11 to the Engineer a completed "Request for Approval of Material" that describes the material
12 proposed for use to fulfill the Plans and Specifications.

13 14 **Construction Requirements**

15
16 All workmanship shall be complete and in accordance with the latest accepted standards
17 in the industry.

18
19 RRFB system shall not be placed in operation for use by the public until all required
20 channelization, pavement markings, and signs are substantially complete and operational
21 unless otherwise allowed by the Engineer.

22
23 The Contractor shall provide the Engineer a minimum of five (5) working days
24 advance notice of the proposed RRFB system turn-on date and time for approval.

25 26 **Measurement**

27
28 "Rectangular Rapid Flashing Beacon (RRFB) System" will be measured per L.S.

29 30 **Payment**

31
32 Payment will be made in accordance with Section 1-04.1 for each of the following Bid
33 items that are included in the Proposal.

34
35 "Rectangular Rapid Flashing Beacon (RRFB) System", per L.S.

36
37 The lump sum Contract price for "RRFB System" shall include all labor, equipment,
38 methods, and materials necessary to install the RRFB system in accordance with the
39 manufacturer's recommendations, all applicable details and Special Provisions, and the
40 Standard Specifications. Work includes any required saw cutting, excavation and
41 backfill, wiring, concrete foundations, support poles and pole bases, flashing lights, solar
42 panels, battery backups, wireless transmitters and receivers, and all necessary anchors
43 and fasteners in accordance with the details and Special Provisions and all applicable
44 Standard Specifications. Signing mounted to the pole with the RRFB shall not be
45 included in this unit contract price.

46 47 48 **SECTION 8-19.7 ROADSIDE RESTORATION (NEW SECTION)**

49 **(*****)**

50 **Description**

1
2 This work shall consist of furnishing and installing materials and equipment necessary to
3 restore roadside areas disturbed by pavement widening work. The work shall include
4 furnishing and installing Topsoil Type A, seed lawn installation, and watering in accordance
5 with Standard Specifications and as directed by the Engineer.
6

7 **Materials**

8
9 Soil: Section 9-14.1

10
11 Seed: Section 9-14.2

12
13 Irrigation Water: Section 9-25.2

14
15 All other materials shall be accordance with Division 9.
16

17 **Construction Requirements**

18
19 Seeded lawn installation areas shall be brought to a uniform finish grade, providing a side
20 slope of 2H:1V or flatter in accordance with the Plans, Standard Specifications, and these
21 Special Provisions.
22

23 **Measurement**

24
25 "Roadside Restoration" will be measured per lump sum.
26

27 **Payment**

28
29 Payment will be made in accordance with Section 1-04.1 for each of the following Bid
30 items that are included in the Proposal.
31

32 "Roadside Restoration", per lump sum.
33

34 The unit Contract price per each for "Roadside Restoration" includes all labor, equipment,
35 and materials necessary to complete the work as described.
36
37

38 **SECTION 8-21, PERMANENT SIGNING**

39 40 **8-21.1 Description**

41 Section 8-21.1 is supplemented with the following:
42

43 (*****)

44 This work shall also include installing two Project Signs at the locations directed by
45 the Engineer; in accordance with the details.
46

47 **8-21.3 Construction Requirements**

48 Section 8-21.3 is supplemented with the following:
49

(*****)

The Contractor shall be responsible for picking up two project signs from the City of Sammamish Maintenance and Operation Center located at 1801 244th Ave NE, providing and installing sign posts, maintaining, and disposing of the sign at the completion of the project.

The project signs shall be installed within one (1) week of the notice to proceed.

At completion of the project or when directed by the Engineer, the Contractor shall remove each project sign and restore the area where the sign was installed to its original or better condition.

Section 8-21.3 (3) is deleted and replaced with the following:

(*****)

The shall cover all permanent signs associated with the RFB system and pedestrian crosswalk to facilitate and control the operation of the project. When notified by the Engineer, the Contractor shall uncover signs.

8-21.4 Measurement

Section 8-21.4 is deleted and replaced with the following:

(*****)

The lump sum unit price for "Permanent Signing" shall be full compensation for all labor, tools, materials, and equipment necessary to perform the work as shown on the plans, as specified herein, or as directed by the Engineer. This includes, but is not limited to, furnish and install new signs, existing sign removal and relocation and temporary signing.

Temporary signing will not be measured for separate payment.

8-21.5 Payment

Section 8-21.5 is supplemented with the following:

"Permanent Signing," per lump sum.

DIVISION 9 MATERIALS

SECTION 9-03, AGGREGATES

9-03.8 Aggregates for Hot Mix Asphalt

9-03.8(2) HMA Test Requirements

(March 10, 2010 APWA GSP)

Section 9-03.8(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be *** 2 to 3 *** million.

9-03.8(7) HMA Tolerances and Adjustments

(March 10, 2010 APWA GSP)

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

<u>Aggregate, percent passing</u>	<u>Nonstatistical Evaluation</u>	<u>Commercial Evaluation</u>
1", ¾", ½", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

9-14.1 Soil

9-14.1(1) Topsoil Type A

Section 9-14.1(1) is supplemented with the following:

Topsoil Type A shall consist of a uniform blend composed by volume of 67-70% Sandy Loam, and 30-33% compost, plus soil amendments. Mechanically blend and pre-mix all topsoil prior

to delivery. One hundred percent of this mixture shall pass through a 1-inch sieve. Compost shall comply with the requirements of 9-14.4(8). Mixed soil shall have pH range of 5.0 to 7.0.

For supplying the Topsoil Type A mix, the Contractor may import premixed, commercially available planting soil mixes that are comprised of sandy loam soil that meet the USDA Standards and shall have the following characteristics:

<u>Class</u>	<u>Particle Size Range</u>
Coarse sand	0.5 - 2.0 mm
All sands	0.05 - 2.0 mm
Silt	0.002 - 0.05 mm
Clay	<0.002 mm

The Sandy/Loam component shall also meet or exceed the following specifications:

<u>Screen Size</u>	<u>Percent Retained</u>	<u>Percent Passing</u>
6.35mm	5%	95%
#10	15	85
#30	50	50
#60	60	40
#100	80	20
#200	90	10

Contractor shall send minimum of one representative sample of Topsoil Type A to an approved soil-testing laboratory (state or commercial laboratory) for approval prior to use on the project site. The Contractor shall be responsible for whatever Topsoil additives may be required, as recommended by the testing laboratory. The cost for testing and Topsoil additives shall be borne by the Contractor. Testing shall be performed in accordance with the most current edition of Methods of Soil Analysis published by the Soil Science Society of America, Inc. The soil test analysis reports and recommendations for Topsoil additives shall include the following:

1. Fertility Analysis

Extractable analyses: nitrate nitrogen, ammonium nitrogen, phosphorous, potassium, calcium, magnesium, copper, zinc, manganese and iron.

Saturation extract values: calcium, magnesium, potassium, sodium, boron, sulfate, pH, lime content, salinity and sodium adsorption ratio (SAR).

2. Organic Content and Particle Size Appraisal

Organic percent by oven dried weight, and USDA Particle size.

3. Cation Exchange Capacity (CEC)

4. Recommendations

Statement that the laboratory has reviewed the planting plan and the planting

specifications, and that its recommendations respond to the specific needs of the Contract.

Submit soil laboratory tests for Topsoil Type A and supplier's certification of Compost for Owner's Representative review and approval prior to installing Topsoil Type A.

APPENDICES

(May, 2018)

The following appendix is attached and made a part of this contract:

APPENDIX A:
Prevailing Wage Rates

APPENDIX A

Prevailing Wage Rates

Washington State Prevailing Wage Rates for Public Works Contracts

Dept of L & I's prevailing wage rates can be found at the following website address:

- <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Based upon the submittal deadline for this project the wage publication effective date to use is:

- **May 23, 2018**

The county in which the Public Works project is located is:

- **King County**

A copy of this wage rate is available for viewing in our office located at:

- City of Sammamish Public Works Department
801 228th Ave. SE
Sammamish, WA 98075

The City will mail or e-mail a copy of the applicable wage publication upon request:

- **to request a copy via e-mail please e-mail your request to**
idiaz@sammamish.us
- **to request a copy via mail please call (425) 295-0575**